

REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract # R240118

for

FURNITURE, INSTALLATION, AND RELATED SERVICES

with

VS AMERICA, INC.

Effective: December 17, 2024

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

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP
- III. Request for Proposal and Any Addenda, incorporated by reference

APPENDIX A

CONTRACT

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

RECITALS

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

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

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

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

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

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

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

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

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

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract. Notwithstanding the foregoing, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to

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

- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo

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

- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name VS America, Inc.

Address 1940 Abbott Street

City/State/Zip Charlotte, NC 28203

Telephone No. 803-371-2860

Email Address m.harvey@vsamerica.com

Printed Name Mark Harvey

Title CFO

Authorized signature 

Accepted by Region 4 ESC:

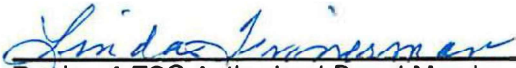
Contract No. R240118

Corrected to 12/31/2027

DS
CW

Initial
AP

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


Region 4 ESC Authorized Board Member

12/17/2024
Date

Linda Tinnerman
Print Name


Region 4 ESC Authorized Board Member

12/17/2024
Date

Victor E. White
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

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

08/19/24 Review

[illegible]

VS America -

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Exhibit G Doc #1 Ownership Disclosure Form	Part II Stockholder Information	We would like for the Part II Stockholder information to be redacted for confidentiality purposes.	OMNIA Partners to discuss pages with VS America - may send over redacted version for master agreement
Exhibit G Doc #5 Stockholder Disclosure Certification	Stockholders	We would like for the "Stockholders" section to be redacted for confidentiality purposes.	OMNIA Partners to discuss pages with VS America - may send over redacted version for master agreement
Exhibit A Response for National Cooperative Contract 1.2 Marketing, Sales, and Administrative Support	Suppliers are required to pay an Administrative Fee of 3% of the greater of then Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal.	Please adjust the administrative fee from 3% to 2%. Please also consider applying the 2% contract fee for product sales only and not for services.	Will discuss the request
Exhibit B Administrative Agreement, Example Section: Administrative Fee, Reporting & Payment	An "Administrative Fee" shall be defined and due to OMNIA Partners, from Supplier in the amount of ____ percent (%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in	Please adjust the administrative fee from 3% to 2% and please remove the inclusion of services from the admin fee.	Will discuss the request

	writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.		
Exhibit A Response for National Cooperative Contract 3.3 Marketing and Sales, section M.	Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.	VS America, Inc. has been privileged to be on the Region 4 ESC contract since 2015, consistently achieving year-over-year sales growth. We are committed to building on this success with the new award. However, we have decided not to commit to a minimum guarantee for each year. Instead, we will ensure that the administrative fees stipulated in this contract are based on actual sales performance.	ok, on no guaranteed sales response



24-01 Addendum 6

VS America, Inc.

Supplier Response

Event Information

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

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

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

NON-MANDATORY PRE-PROPOSAL CONFERENCE #2

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

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

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

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092

Email: questions@esc4.net

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name VS America, Inc.

Address 1940 Abbott Street

City/State/Zip Charlotte, NC 28203

Telephone No. 803-371-2860

Email Address m.harvey@vsamerica.com

Printed Name Mark Harvey

Title CFO

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

VS America, Inc. Information

Address: 1940 Abbott Street
Charlotte, NC 28203
Phone: (704) 790-2017

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

Yuri Ahn
Signature

Submitted at 6/11/2024 08:24:42 AM (CT)

y.ahn@vsamerica.com
Email

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

OFFER AND CONTRACT
SIGNATURE FORM_Signed.pdf

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

Appendix B - Terms & Conditions Acceptance Form

Appendix B - Terms & Conditions
Acceptance Form_FINAL.pdf

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

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

Acknowledgment and Acceptance
of Region 4 ESC Open Records
Policy_Signed.pdf

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

OMNIA Partners - Exhibit F Federal Funds Certifications

OMNIA Partners - Exhibit F
Federal Funds Certifications
Form_Signed.pdf

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

Value Add

No response

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

Antitrust Certification Statements

Antitrust Certification
Statements_Signed.pdf

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

Certificate of Interested Parties (Form 1295)

VS America, Inc._Certificate of
Interested Parties.pdf

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

Diversity Program Certifications

No response

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

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

Submit FEIN and Dunn & Bradstreet report.

VS America, Inc._2024 W9.pdf

Upload FEIN and Dunn & Brandstreet report here.

Products and Pricing

Price List 2024 Web.pdf

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

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

No response

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

Historically Underutilized Business (HUB) Certification

No response

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

Texas Government Code 2270 Verification Form

Texas Government Code 2270
Verification Form_Signed.pdf

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

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

Historically Underutilized Business Zone Enterprise (HUBZone)

No response

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

Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

OMNIA Partners - Exhibit F Federal Funds Certifications

OMNIA Partners - Exhibit F
Federal Funds Certifications
Form_Signed.pdf

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

OMNIA Partners - Exhibit G New Jersey Business Compliance

OMNIA Partners - Exhibit G New
Jersey Compliance
Form_UPDATED_Signed.pdf

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

Response Attachments

VS America Warranty.pdf

VS America Warranty

Shipping Policy.docx

Shipping Policy

VS America Authorized Dealer & Territory Listing.xlsx

VS America Authorized Dealer & Territory Listing

VS America, Inc._N.J. Department of Treasury - Division of Revenue, On-Line Inquiry.pdf

VS America NJ Dept of Treasury Certification

VS America, Inc._New Jersey Business Registration Certificate.pdf

VS America NJ Business Registration Certificate

VS America, Inc._NJ Certificate of Employment Record.pdf

VS America NJ Certificate of Employment Record

VS America Spaces In Motion Literature.pdf

VS America Spaces in Motion_Value Add Brochure

VS America UN Global Impact Literature.pdf

VS America UN Global Impact_Value Add Brochure

Quickship Brochure 2024 Web.pdf

VS America Quickship_Value Add Brochure

Product Catalog Web.pdf

VS America Product Catalog

VS America Sustainability Certificate Links.pdf

VS America Sustainability Certificates

Bid Attributes

1 Oral Communication

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

☒ I have read and agree.

2 Scope of Work

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

☒ I have read and agree.

3 Terms and Conditions

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

☒ I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

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

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

5 Is pricing available for all products and services?

☒ Yes

☐ No

6 List the category or categories you are offering.

We are bidding with all of the categories listed within this solicitation. As a complete supplier VS covers the entire spectrum of the modern knowledge society.

7 Furniture Offerings

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

Product Volume Threshold List Price: • \$250,000+ = 52%, • \$150,000–\$249,999 = 51%, • \$100,000–\$149,999 = 50%, • \$25,000–\$99,999 = 48%, • 0–\$24,999 = 45%; Additional Services/Fees (optional, case-by-case): • Installation: Min \$50/hr, Max \$100/hr, Prevailing wage Max \$200/hr, • Other Misc Labor: Min \$50/hr, Max \$125/hr, • Design Services: Min \$50/hr, Max \$100/hr, • Project Management: Min \$50/hr, Max \$100/hr, • Professional Development: Min \$75/hr, Max \$250/hr; • Storage: If containers are ready for delivery but cannot be received during the confirmed delivery week, a 7-day grace period is provided. After the grace period, storage charges apply, max \$250/container/day. Smaller orders in our warehouses will be charged max \$5/sq ft/month. Charges are quoted and invoiced separately. Additional charges may include storage at VS facilities, port charges, railyard charges, trucker's yard charges, third-party logistics, and costs for incremental stock moves, including freight and packaging.

8 Minimum Quantities

Describe any minimums quantities.

There are no minimum order requirements for standard products. Some special construction requests, particularly those with custom polypropylene colors or laminated surfaces, may have minimum order quantities and may be subject to an up-charge for the custom color. See previous point. Any minimum order quantities for a special construction would be model and size specific.

9 Custom or special orders

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

Our company is committed to fulfilling the diverse needs of our clients through both our extensive standard product offerings and our capacity to handle custom and special order requests. Our standard furniture portfolio includes numerous combinations, often exceeding tens of thousands of possibilities. Despite this vast array, we regularly receive and accommodate requests for customizations. These requests typically include dimensional alterations, unique colors and materials, and occasionally, functional modifications to meet specific client needs. When a special order is requested, a dedicated special pricing team assesses the necessary adjustments to production. This includes the costs of specially sourced materials, additional labor, modifications to machinery, and increased transportation expenses, among other factors. After these incremental costs are determined, we apply a pricing formula that maintains margins materially consistent with standard products. This methodology is consistently used across all sales, whether contract or non-contract. The resultant special pricing is clearly communicated to the client. Upon mutual agreement, the price is finalized, ensuring there are no subsequent changes, even if production costs exceed initial estimates. This approach guarantees clarity and satisfaction for both parties involved. Our collaboration with OMNIA has been pivotal in addressing the specific needs of contract users, especially those requiring special furniture solutions. We are committed to maintaining an open, honest, and consistent dialogue with all stakeholders to enhance transparency and user experience. Looking forward, we aim to deepen our partnership with OMNIA to further refine and perfect the process of fulfilling custom furniture orders.

10 Describe ordering methods, tracking, and reporting.

VS does not offer an online ordering system. All purchase orders (POs) must be submitted via email to orders@vsamerica.com for processing. For additional product information, viable substitutions, or alternates, customers can contact the Territory Manager and Inside Sales Project Coordinator. Order tracking is managed by the Inside Sales Project Coordinator or Transportation Planners. VS uses sophisticated tools like Gnosis Freight and/or Recon Logistics to track shipments in real-time. These tools provide up-to-date information on the location and status of goods in transit, enhancing visibility across the entire supply chain from the point of origin to the final destination. This comprehensive view helps in identifying potential issues and delays, allowing for proactive problem-solving. Additionally, VS records and processes all order information via the ERP system, making data available in a format suitable for reporting and analysis.

1
1

Shipping Costs

Describe any shipping charges.

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

• Dock Delivery: Items shipped directly from the manufacturer to the Authorized User's loading dock or adjacent to the door. • Inside Delivery: Items shipped directly from the manufacturer to the delivery location. The driver or servicing dealer employee unloads and places the product within the building, excluding setup or installation. • Deliver and Install: Items shipped directly from the manufacturer to the delivery location. Upon arrival, products are unloaded, opened, installed, set in place, and made ready for use. Includes debris removal. Authorized User is responsible for removing existing furniture. Shipping Charges: Quoted for volume thresholds: • \$100,000 – \$149,999, • \$25,000 – \$99,999, • 0 – \$24,999; Free Shipping for volume thresholds: • \$150,000 – \$249,999, • \$250,000+; Refer to the "Shipping Policy" in "Response Attachments" for additional information.

1
2

Warranty Pricing

Provide pricing for warranties on all products and services.

VS offers a ten year limited warranty on all products. Refer to warranty policy titled, "VS America Warranty" (on the "Response Attachments" tab under "Other Attachments" of the submittal) for exceptions. All warranty requests are analyzed and processed by our Claims Department. Approved claims are repaired or replaced, at the discretion of VS America, and do not incur any additional charges, including labor.

1
3

Describe any return or restocking fees.

When a return is authorized, we assess a restocking fee equal to 10% of the net purchase price, in addition to any incremental logistics costs incurred in returning the product to our facilities. This fee reflects the necessary handling and reprocessing costs associated with restocking. Credits for returned products are issued only when the items are in saleable condition. If returned items are damaged but repairable, a partial credit may be offered, based on the cost of reworking or repairing the items to a saleable state. This approach ensures that we maintain quality standards for all products while providing flexibility to accommodate customer returns when feasible.

1
4

Discounts or Rebates

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

Additional discounts are negotiable on a project-by-project basis. VS America does not offer rebates.

1
5

Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

Customers verify they are receiving contract pricing by checking VS America's published price list and the discount structure outlined in the contract on VS America's landing page on the OMNIA Partners website.

1
6

Payment Methods

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

» Invoicing Process: VS America invoices the end user upon delivery of all products. » Payment Terms: VS America's standard payment terms are net 30 days. » Acceptable Payment Methods: VS America accepts payments via ACH, check, or credit card (processing fee of 4%).

1
7**Frequency of Pricing Updates**

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

Annually, VS America reviews and adjusts pricing to remain competitive within the industry, typically adjusting the price list effective for POs received after March 1. Adjustments outside the regular schedule occur only due to major disruptions in international trade or widespread increases in material costs, impacting the industry generally. In the event of a price increase, we submit a request to OMNIA Partners for review and approval. Any POs received before price list change are honored at the original price. The discount structure established in the contract will remain unchanged for the contract duration.

1
8**Future Product Introductions**

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

New products may be added during the contract term upon written request and approval by OMNIA Partners monthly. All new products will be added to the current price list.

1
9**Are repurpose or end of life programs offered? If so, explain the process.**

None

2
0**Are product loaner programs available? If so, explain the requirements.**

VS is firmly committed to supporting schools by ensuring that essential furniture, such as desks and chairs, is available for students at the start of instruction. Recognizing the importance of timely furniture delivery, we have established a product loaner program to address any delays. We maintain warehouses across the country, stocked with tens of thousands of desks, chairs, and other necessary items. This extensive inventory enables us to respond to unforeseen delays in scheduled deliveries. In the event that the original furniture order will not arrive in time for the start of the school, we are prepared to provide loaner desks and chairs to ensure that no student is without essential furniture. Our commitment to this program is evidenced by past instances where we have provided loaner solutions at our expense. Whenever a shipment has been delayed, we have furnished the required furniture from our stock to the affected institution, covering all associated costs.

2
1**Describe experience with Prevailing Wage and Bacon-Davis.**

VS America has experience with projects that are subject to Prevailing Wage and the Davis-Bacon Act. As a furniture manufacturer, our primary role is to supply furniture, while our dealers are responsible for the installation services. For public works projects, our dealers must comply with the Davis-Bacon Act, ensuring that their workers receive the prevailing wages and benefits as required by federal or state laws. Our Inside Sales Project Coordinators ensure that prevailing wage rates are properly applied, and we require our dealers to maintain documentation of all wages paid, which must be available for inspection upon request. This approach ensures compliance with prevailing wage laws. While we support and enforce these standards through our contracts, the ultimate responsibility for adhering to prevailing wage requirements during installation lies with our dealers. We ensure that all parties involved clearly understand and accept this responsibility.

2
2**Not to Exceed Pricing**

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

2
3**Special Offers/Promotions**

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the no-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

2
4**Federal Funding Pricing**

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

☒ Agree

☐ Disagree
2
5**Appendix D, Exhibit A, OMNIA Partners Response for National Contract**

Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

2
6**Appendix D, Exhibit B, OMNIA Partners Administration Agreement**

The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

2
7**Appendix D, Exhibits F and G**

Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

2
8**Emergency Orders**

Describe how Offeror responds to emergency orders.

Emergency or rush deliveries requested by the Member that require special shipping and handling charges may be at the Member's expense, but only with prior written approval from the Member. Emergency or rush shipping charges will be added to an invoice as a separate line item. Our maximum charge for rush delivery is \$500 per LTL pallet or \$4,000 per truckload. However, we acknowledge that in no case will the charge exceed the actual costs of labor, packing materials, and carrier charges. We assure you that under no circumstances will VS America, Inc. increase its profit margin through shipping charges. In the event that an emergency or rush delivery is required as the result of a Contractor's error, all shipping and handling charges will be paid by VS America, Inc. The Member reserves the right to examine freight costs and route shipments with their own contracted carrier.

2
9**What is Offeror's average Fill Rate?**

VS America's average fill rate is 95%.

3
0**What is Offeror's average on time delivery rate?**

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

VS America's average on time delivery rate when measured against the initial order confirmation date is greater than 95%. In circumstances where an order will not meet the original delivery schedule confirmed, we have sophisticated monitoring systems (such as Gnosis Freight container tracking) in place so our project coordinators identify the problem more than a month in advance of the late arrival. During this period, alternative arrangements and a new schedule is defined to minimize the impact to the Member.

3
1**Describe Offeror's history of meeting the shipping and delivery timelines.**

In circumstances where an order will not meet the original delivery schedule confirmed, we have sophisticated monitoring systems (such as Gnosis Freight container tracking) in place so our project coordinators identify the problem more than a month in advance of the late arrival. During this period, alternative arrangements and a new schedule is defined to minimize the impact to the Member.

3
2**Describe Offeror's return and restocking policy.**

Due to the highly customized nature of our products, returns are not guaranteed and must go through an approval process. Each piece of our furniture, even those categorized as standard, can involve unique combinations of finishes, features, sizes, and colors, often resulting in one-off configurations specifically tailored to individual client specifications. We understand that circumstances can change, and we strive to accommodate our customers' needs whenever possible. To this end, customers may cancel or modify their orders without penalty up until the point when their items enter the final production schedule, to minimize any negative impact on our Members. For products that align with items in our QuickShip inventory, returns may be accepted under certain conditions. We allow returns except in cases where the item is part of a slow-moving stock or if our warehouse capacity is reached, preventing us from accepting further returns under certain conditions.

3
3**Describe Offeror's ability to meet service and warranty needs.**

Most sales include the partnership of a VS dealer, who provides installation and repair services when needed. VS offers a ten year limited warranty on all products. Exceptions listed in warranty policy, titled "VS America Warranty," on the "Response Attachments" tab under "Other Attachments" of the submittal. All warranty requests are handled via our Claims Department. Approved claims do not incur any additional charges, including labor.

3
4**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Each customer has a local, dedicated Territory Manager sales contact and a remote Inside Sales Project Coordinator who can be reached by email or phone for any support needs. We also have a dedicated Claims and Product Support contact who can answer questions and help with that process. Hours of operation are 8 a.m. – 5 p.m. (this covers EST, CST, and PST across our various office locations).

3
5**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

» Invoicing Process: VS America invoices the end user upon delivery of all products. » Payment Terms: VS America's standard payment terms are net 30 days. » Acceptable Payment Methods: VS America accepts payments via ACH, check, or credit card (processing fee of 4%).

3
6**Transition Plan**

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

Our approach begins with a thorough analysis of the current contract and an evaluation of the new requirements. This includes assessing current contract performance, identifying areas for improvement, and defining key milestones and deliverables. Effective communication is crucial for a smooth transition. We hold regular status meetings with stakeholders to keep them informed about the transition plan and progress. Clear communication channels are established for updates and feedback, ensuring transparency throughout the process. To ensure everyone is familiar with the new contract terms and processes, we will offer training sessions, provide documentation and user guides, and offer ongoing support. After the transition, we will set up regular follow-up meetings with key stakeholders to address any issues, monitor processes to ensure contract compliance, and collect continuous feedback to improve our operations.

3
7**Describe the financial condition of Offeror.**

VS America is operated profitably and in a financially conservative manner. We are in excellent financial condition and in a position to manage our seasonal cash flows using retained earnings and working capital. This allows us the flexibility to maintain operations without requiring pre-payments from Members for even the largest projects. It also ensures that we can make timely payments to our vendors and for our contract fees.

3
8**Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

Website: www.vsamerica.com; VS products can be easily found under the Products tab, and then based upon type of product (seating, table, etc.). The website contains extensive content about VS as a company, information on key industry items (ergonomics, etc.), blog posts, case studies, videos, and more. Under the PartnerNet tab partners can log in and access: symbols, pricing, brochures, and more.

3
9**Describe the Offeror's safety record.**

VS America has an outstanding safety record. There are currently no pending litigations or lawsuits nor have there been any in the past.

4
0**Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?**

As a complete supplier, VS offers holistic, intelligent solutions for the modern knowledge society. Dedicated to customer satisfaction, we provide premium ergonomic and eco-friendly furniture designed for user comfort and produced from recyclable materials with minimal environmental impact. Our safe, eco-friendly manufacturing processes result in low-emitting products that have earned numerous quality and environmental certificates, such as BIFMA Level 3, Cradle to Cradle, GS for safety, LGA pollutant-tested, AGR Healthy Back Campaign, and GREENGUARD. Our management systems are certified to DIN EN ISO 9001, 14001, and 50001 standards, demonstrating our commitment to quality, environmental measures, and energy performance. This ensures high-performing, economically attractive solutions. We also offer access to third-party audit reports and certification documentation upon request. Sample certificates can be found in the "Response Attachments" tab under "Other Attachments."

4
1**Describe any social diversity initiatives.**

VS America is dedicated to fostering a diverse, inclusive, and equitable workplace. We enforce a strong non-discrimination policy in all employment aspects, from hiring to retirement. We actively recruit from a diverse talent pool, including partnerships with organizations that support underrepresented groups, and maintain fairness through bias-free hiring practices like structured interviews and diverse panels. Our HR policies are regularly updated to ensure inclusivity and equity, supported by thorough audits. We offer a comprehensive benefits package catering to diverse needs, including extensive parental leave and healthcare options. Additionally, we support partnerships with minority and women-owned businesses and encourage employee participation in civic and community activities that promote social justice and diversity.

4
2**Provide example(s) of general guidance on executing strategies for successful adoption of new policies, processes and procedures.**

Before rolling out new policies, processes, and procedures company-wide, we initiate a pilot test in a controlled environment to identify and resolve potential issues. A dedicated project team manages this testing phase. Following a successful pilot, we communicate the changes comprehensively to all relevant stakeholders, both internal and external. We detail the benefits and reasons for the changes, address questions and concerns, and actively seek feedback to ensure a seamless transition. To guarantee full adoption, we provide extensive training and education to all employees. This includes workshops and individual sessions tailored to help everyone understand their new roles and responsibilities.

4
3**Provide a brief history of the Offeror, including year it was established and corporate office location.**

VS America originates from a history of ergonomic innovation that dates back to 1898 with VS in Germany, the leading manufacturer of educational furniture. VS America started in the United States in 2003, and is headquartered in Charlotte, NC. In 2009 VS, Cannon Design, and Bruce Mau Design published the book *The Third Teacher*, which focuses on the idea of the environment as the third teacher. Through the years VS America has expanded with more showrooms across the U.S. (Charlotte, Michigan, and Houston), and opened a Charlotte warehouse (2017) and Houston warehouse (2019).

4
4**Describe Offeror's reputation in the marketplace.**

People know that VS truly cares about students and teachers, and that VS actively works with scientists, educators, school administrators, and designers in order to ensure their furniture solutions allow the school environment to be truly agile learning spaces, while allowing students the freedom to move to fully develop. Partners, customers, and prospects understand VS is at the forefront of the agile learning furniture movement, pushing the limits to change the way classrooms function. And above all, people know that VS places the utmost importance on movement for student health.

4
5**Describe Offeror's reputation of products and services in the marketplace.**

In the marketplace, VS' furniture means agility, ergonomic, quality, and durability. As soon as people try VS furniture, they can clearly understand how the furniture is built with the well-being of students always at the core – from chairs available in six different sizes so students of all ages can find their perfect fit, to desks that can easily be moved into countless formations to fit the lesson plan. And when students are comfortable and able to move, it drives their engagement and learning.

4
6**Describe the experience and qualifications of key employees.**

• Claudius Reckord, CEO of VS America, started at VS Germany in 1996, becoming Export Manager in 1997. He founded VS America in 2003, focusing on ergonomic furniture and innovative space concepts. • Mark Harvey, CFO since 2019, leads Accounting, Finance, Operations, IT, and HR, initiating a major ERP system that streamlined data processes. His 14-year tenure at Continental Tire enhanced financial and operational dynamics. • Christine DeBrot joined VS America in 2004, becoming Education Division Manager in 2015 and National Sales Manager by 2018. In 2023, she was appointed Sales Director for Michigan. • Craig Harvey started with VS as a Marketing Coordinator in 2010, later becoming a Territory Manager and then moving into Business Development for the sales team, and most recently became a Regional Sales Director in 2023, managing multiple regions. • Karina Kentsis, starting as Territory Manager in 2018, advanced to Regional Sales Director in 2023, overseeing several key areas.

4
7**Authorized Distributors/Dealers Listing**

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

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

VS plans to add authorized dealers monthly. Public agencies can verify authorized distributors/dealers for contract offerings by consulting their Territory Manager, Inside Sales Coordinator, or by checking the VS America landing page on the OMNIA Partners website. Please refer to our full authorized dealer listing on the "Response Attachments" tab under "Other Attachments" of the submittal.

4
8**Describe Offeror's experience working with the government sector.**

VS does not have a GSA contract.

4
9**Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

None

50

References

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

1. Entity Name: Marshall Public Schools Contact Name and Title: Rebecca Jones, Superintendent Contact Phone #: 269-781-1250 Contact Email: Rjones@marshallpublicschools.org City, State: Marshall, Michigan Years Serviced: Since 2012 Description of Services: Classroom Furniture Annual Volume: Annual volume varies and is dependent upon project by project basis. Estimated volume in 2024: \$2.1 million 2. Entity Name: Walled Lake Consolidated Schools Contact Name and Title: Catherine Kochanski, Assistant Superintendent Contact Phone #: 248-956-2000 Contact Email: catherinekochanski@wlcsd.org City, State: Walled Lake, Michigan Years Serviced: Since 2018 Description of Services: Classroom Furniture Annual Volume : Annual volume varies and is dependent upon project by project basis. Estimated volume in 2024: \$908K 3. Entity Name: Gary Community School Corporation Contact Name and Title: Toni Mitchell, Federal Programs – ESSER Project Manager Contact Phone #: 219-292-7822 ext. 91517 Contact Email: tmitchell@garycsc.k12.in.us City, State: Gary, Indiana Years Serviced: Since 2022 Description of Services: Classroom Furniture Annual Volume: Annual volume varies and is dependent upon project by project basis. Estimated volume in 2024: \$122K

51

Value Add

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

VS supports customers with a variety of services: • Pilot classrooms allow customers to test products in a classroom setting before purchasing. • Experience Days and other events enable customers to interact with experts and peers. Topics include student well-being, ergonomics, child development through movement, and adapting space to lesson plans, along with product demonstrations. • Experts are available to aid customers in decision-making. • A dedicated Space Planning team helps create layouts and floorplans for individual rooms or entire schools during the sales process. • Case studies, videos, blogs, white papers, and more provide insights on the impact of agile furniture, showcasing examples of product use and strategies in learning spaces. • Professional Development services ensure staff are comfortable using their new furniture.

52

Value Add

Furniture and related products not noted in categories can be included as a Value Add, include any fees such as installation, delivery options, setup/cleaning, design/layout, custom, special orders, etc.

53

Competitive Range

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

54

Past Performance

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

55

Additional Investigations

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

56

Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

57	Brief history and description of Supplier to include experience providing similar products and services. VS America, Inc. provides adaptable and ergonomic educational furniture solutions which allow for the creation of agile learning environments. VS America originates from a history of ergonomic innovation that dates back to 1898 with VS in Germany, the leading manufacturer of educational furniture. Built around the student's learning experience, VS' ergonomic, flexible, and mobile products empower students to engage their senses while learning, creating heightened focus, stronger motivation, and a sense of well-being.
58	Total number and location of salespersons employed by Supplier. VS America employs a total of 20 sales professionals, consisting of 17 Territory Managers and 3 Sales Directors. Our sales team is strategically positioned across various locations to effectively cover key markets. These locations include Canada, Rhode Island, California, Texas, Virginia, Colorado, New York, North Carolina, Georgia, Michigan, Illinois, Indiana, Florida, Washington, and Pennsylvania.
59	Number and location of support centers (if applicable) and location of corporate office. • Three showrooms: Charlotte, Houston, and Grand Rapids • Three warehouses: Charlotte (100,000 sq ft), Houston (80,000 sq ft), and Nashville (144,000 sq ft) • Corporate office/headquarters: Charlotte, NC
60	Annual sales for the three previous fiscal years. \$80900000
61	Annual sales for the three previous fiscal years. \$84600000
62	Annual sales for the three previous fiscal years. \$66000000
63	Describe any green or environmental initiatives or policies. VS is a member of the UN Global Compact initiative, and as such has pledged to act as a role model in the observance and constant monitoring of ethical, social, and ecological business standards. The company has adopted a long-term strategy geared towards sustainability. »Longevity of VS furniture as an ecological principal »Environmentally friendly modern production techniques »Solvent-free paints for wood and steel »Use of regenerative energy through a large-scale solar energy plant on VS facility roofs in Germany »Close to 80% of energy used at VS Germany is self-produced
64	Diversity Programs Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications. VS is committed to promoting diversity within our operations and across our partnerships. We have established partnerships with numerous MWBE certified dealers offering both sales and installation services for our products throughout the United States. These partnerships are upheld by certifications from respected bodies like the National Minority Supplier Development Council (NMSDC) and the Women's Business Enterprise National Council (WBENC). A detailed list of our certified dealers and copies of their certifications are available upon request. Participating Agencies can utilize these MWBE certified dealers via the Master Agreement to achieve their diversity procurement goals. Engaging with our MWBE certified dealers through the Master Agreement does not affect the pricing structure. We ensure that all our pricing remains competitive and transparent, regardless of the dealer's MWBE status.

65	Minority Women Business Enterprise ☐ Yes ☒ No
66	If yes, list certifying agency: No response
67	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ☐ Yes ☒ No
68	If yes, list certifying agency: No response
69	Historically Underutilized Business (HUB) ☐ Yes ☒ No
70	If yes, list certifying agency: No response
71	Historically Underutilized Business Zone Enterprise (HUBZone) ☐ Yes ☒ No
72	If yes, list certifying agency: No response
73	Other recognized diversity certificate holder ☐ Yes ☒ No
74	If yes, list certifying agency: No response
75	Contractor Relationships List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency. VS America collaborates with a network of authorized dealers who manage both the sales and installation of our furniture products. These dealers function as independent retailers and installers, engaging directly with end users. Consequently, we do not employ subcontractors for any services, including installation. All installation tasks related to our furniture sales are handled exclusively by our authorized dealers, who are a vital part of our distribution network yet maintain their operational independence. Furthermore, while our authorized dealers have the option to obtain certifications as minority-owned businesses, such certifications are managed independently and are not mandated by our corporate policies, though we highly encourage them.

7
6**Describe how supplier differentiates itself from its competitors.**

VS differentiates itself from competitors by always focusing first and foremost on the health and well-being of students. Taking care of students is at the heart of it all – and at VS, we know that learning spaces have a long-term impact on students' physical, mental, and social well-being. Scientific studies show that rigid chair-table combinations lead to serious pressures on physical and mental development and health. Constantly sitting still leads to a standstill, physically and mentally. VS partners with researchers, scientists, and architects when creating new furniture, ensuring it allows students to move to develop fully, and to help create stimulating learning spaces. With VS' ergonomic, agile furniture, students can sit dynamically and experience physical, mental, and developmental benefits. VS' agile furniture gives educators the freedom to easily create spaces for every type of learning style, and these spaces can easily be configured for any need. This agility means that whatever new challenges or opportunities the future brings, learning spaces can be reconfigured to meet them. VS is recognized as the industry leader in product quality, design, safety, usability, and ergonomics with over 125 years of experience.

7
7**Litigation, Bankruptcy or reorganization**

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

None

7
8**Felony Conviction Notice**

Indicate if the supplier:

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

☐ Yes

☒ No

7
9**Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

None

8
0**Distribution, Logistics**

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

VS offers tables, desks, chairs, stools, soft seating, storage, and more. Through the QuickShip program, in-stock bestselling furniture is available fast and ships from the U.S. in 10 days or less. This program was built to help any last-minute customer needs and is constantly being updated and expanded. The VS team works closely with customers to help them select the best furniture for their space, the ages of the students, and their goals. VS hosts events throughout the year so customers can interact with experts and peers in their field, learn more about ergonomics, and get hands-on product demonstrations. VS also has a dedicated Space Planning team that helps create layouts and floorplans for individual rooms and whole schools as needed during the process.

Distribution

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

VS America, Inc. operates a robust network of facilities across the United States to ensure efficient delivery and support for Members regardless of geographic location. We offer this contract across all 50 states, utilizing multiple delivery methods to accommodate our clients' preferences. Our comprehensive approach ensures optimal routing for each order, determined by a dedicated team consisting of leaders from inside sales, warehousing, and logistics. For larger orders near ports with short lead times, we may utilize container delivery via dray operations. For smaller or geographically distant orders where dray operations are less cost-effective, we may opt for delivery after cross-docking through our warehouse. This method is also preferred when orders are received early, and we pre-produce as part of production planning or risk mitigation for hard-to-reach areas. We have dedicated brokerage teams and best-in-class operational teams for both dray operations and domestic trucking, including LTL. Additionally, we can broker our own domestic freight and have extensively used this approach for intermodal transports. Our own fleet of box trucks and sprinter vans can also be deployed when necessary. For smaller claims-related parts or single item purchases, FedEx or UPS may be used to ensure timely and secure delivery. We also offer warehouse pickup options for Members who prefer to manage their own logistics, allowing them to collect their orders directly from our facilities. Through this flexible and adaptive approach to shipping and handling, VS America, Inc. is committed to providing efficient and reliable delivery options tailored to the unique needs and preferences of each client. See additional information in the 'fulfillment channels' section. In addition to our comprehensive delivery services, VS America, Inc. also offers professional installation to ensure that products are set up correctly and efficiently. All installation work is performed by properly trained installers who adhere to our specifications and requirements. Our company, either directly or through authorized dealers, completes over \$80 million in installations throughout the U.S. annually, demonstrating our extensive experience in this field. We develop and coordinate a work schedule with the Member to ensure timely and efficient completion of the installation. VS America, Inc. or our authorized dealers accept responsibility for all aspects of receiving, uncrating, inspection, assembly when necessary, and installation. Our products, assembled by professional craftsmen at our factory in Germany, offer exceptional quality, low claims rates, and ease of installation on job sites. This helps ensure that all furniture and components are installed on time and correctly. Although this is rarely necessary due to our fully assembled approach, if needed, VS America, Inc. will provide all necessary fasteners, fittings, hardware, anchors, or other miscellaneous items required for successful installation. Furthermore, our approach reduces packing and other waste, which are ultimately removed from the site. We maintain a clean and orderly job site, free from accumulation of refuse, scrap materials, and debris at all times. Member dumpsters will not be used for disposal of these materials unless approval is provided by the Member. Finally, our team will perform field measurements at all locations for new furniture, including required clearance and power locations, to ensure proper fit, code compliance, alignments, and clearances. We will do this prior to shop drawing and final order submissions. Our company will supervise and direct the work, taking sole responsibility for all construction requirements, methods, techniques, sequences, and procedures. We will coordinate all portions of the installation work under the contract.

Distribution

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

Participating Agencies can place orders directly through our Inside Sales Department. All prices displayed and quoted are in strict accordance with the Master Agreement. Additionally, we partner with a network of authorized dealers who are contractually obligated to adhere to the Master Agreement pricing. To ensure compliance, we conduct thorough audits and reviews with our authorized dealers, verifying that they consistently apply the correct pricing through copies of end user purchase orders. VS America, Inc. also performs regular internal audits to verify that the Master Agreement pricing is correctly implemented across all regions. Our auditing process includes spot checks of orders placed through various channels, including direct sales and those handled by our authorized dealers. This ensures consistency and accuracy in pricing for all Participating Agencies. Furthermore, we maintain transparency and accountability through detailed invoicing and reporting. Participating Agencies receive invoices that clearly outline the pricing for each item purchased, reflecting the application of the Master Agreement pricing. This enables agencies to independently verify compliance.

8
3**Logistics**

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

Please refer to our full authorized dealer listing on the "Response Attachments" tab under "Other Attachments" of the submittal. Shipping from our U.S. warehouses is handled by Recon Logistics with various transportation partners. International shipments are handled by a bid-awarded freight forwarder on an annual basis.

8
4**Logistics**

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

VS America, Inc. operates a robust network of facilities across the United States to ensure efficient delivery and support for Member regardless of geographic location. By leveraging seasonal and flex spaces, as well as the capabilities of our network of authorized dealers, we are able to maintain a broad yet cost-efficient approach. 1. Our primary facility is located in Charlotte, NC, and spans approximately 100,000 square feet. This location serves as a hub for cross-docking, claims processing, assembly, and stock. 2. In Houston, TX, we operate a facility of approximately 80,000 square feet, which is utilized for cross-docking, assembly, and stock. 3. We utilize a 3PL flex space in Nashville, IL, offering up to 144,000 square feet for cross-docking, assembly, and stock. 4. It is also important to note that various authorized dealers have warehousing capabilities outside of our control, which can be leveraged to support the requirements under this contract as needed.

8
5**Marketing and Sales**

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

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

90-day plan (sales) Since VS is currently on the OMNIA Partners purchasing agreement, the sales team is already aware of how the relationship works and actively promotes the partnership with their dealer partners, customers, and prospective customers. In keeping with this, here is our plan starting with the awarded month and moving forward: » Awarded month: Executive leadership to announce the award to the entire VS team so each department can carry out their respective parts of the Master Agreement. » Awarded month: Connect with sales team to announce the award/purchasing agreement, and dive into details on sales call with the entire sales team o Head of sales to lead the call, can coordinate with OMNIA Partners sales contact as well » Awarded month: Ensure the entire sales team understands the power of the purchasing agreement and their contacts at OMNIA Partners, and that they will continue to actively promote the partnership with their partners, customers, prospects. » Awarded month: Announce the new awarded purchasing agreement in VS' internal newsletter (external announcement in C below) » Awarded month and beyond: Continue to work with OMNIA Partners contacts to increase strength of partnership, keep training any new sales reps as they join VS about the importance of the purchasing agreement.

90-day Plan

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

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

90-day plan (marketing) Since VS is currently on the OMNIA Partners purchasing agreement, the marketing team works closely with the OMNIA Partners marketing contact to discuss promotions and ways to distribute information to customers, partners, and prospects. In keeping with this, here is our plan starting with the awarded month and moving forward: » Awarded month: Continue to keep the OMNIA Partners logo and the purchasing agreement details prominent in all customer newsletters, with a focused announcement in the awarded month around the new awarded purchasing agreement » Awarded month: Connect with OMNIA Partners marketing contact to discuss any updates needed to current co-branded materials (or new materials needed), website pages dedicated to OMNIA Partners, co-branded press release, and other items » Awarded month and beyond

- o Continue to share VS newsletters, advertisements, case studies, and other information with OMNIA Partners, so they can be added to the VS area on the OMNIA Partners website
- o Work with OMNIA Partners on future promotions, covering communications across sales calls, emails, social media, and more
- o Work with OMNIA Partners on various national and regional trade shows, including exhibiting at the NIGP Annual Forum

8
7**Transition**

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

VS America currently leverages the OMNIA Partners contract as our primary go-to-market strategy for furniture sales across various states and regions in the U.S. This contract serves as our preferred method for engaging with public agency customers due to its national reach and ease of use. However, we recognize that specific states or districts have unique preferences or requirements that require local cooperative contracts. To facilitate a smooth transition for public agency customers to the Master Agreement offered through OMNIA Partners, we are taking the following approach: » Our first step is to thoroughly assess the needs of each customer. We recognize that each agency's requirements and contractual preferences are unique. Our team is set to engage directly with customers, detailing the advantages of the Master Agreement and demonstrating how it can align with their specific procurement needs more effectively. » Recognizing the diverse needs across the U.S., currently VS has cooperative contracts with MHEC, Ed-Data, ESCNJ, COSTARS, and KCDA, as well as state-specific contracts in these states: New York, South Carolina, North Carolina, Connecticut, California, Pennsylvania, Mississippi, Kentucky, Georgia, and Florida. We are prepared to tailor transition plans that respect local preferences and legal requirements. These plans will address and adhere to any existing obligations and ensure that transitions are compliant with local procurement regulations. » While we advocate for the benefits of the Master Agreement, we will continue to support all existing cooperative/local contracts. This strategy guarantees that our customers retain the flexibility to opt for the contract that best meets their ongoing strategies and needs.

8
8**Logo**

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

☒ Yes

☐ No
8
9**Sales**

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

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

☒ Yes

☐ No
9
0**Training**

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

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

☒ Yes

☐ No

9
1

Responsibility

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

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

• Executive Support: Mark Harvey, CFO, m.harvey@vsamerica.com, 803-371-2860 • Marketing: Amanda Sullivan, Marketing Manager, a.sullivan@vsamerica.com, 704-790-2001 • Sales: a. Karina Kentsis, Sales Director, k.kentsis@vsamerica.com, 704-561-1186 b. Craig Harvey, Sales Director, c.harvey@vsamerica.com, 704-231-1213 • Sales Support: Ashley Lance, Inside Sales Director, a.lance@vsamerica.com, 828-553-4821 • Financial Reporting: Addison Shonts, Director of Accounting and Reporting, a.shonts@vsamerica.com, 704-790-2545 • Accounts Payable: Trish England, AP Accountant, p.england@vsamerica.com, 704-790-2013 • Contracts: Yuri Ahn, Sales Controller, y.ahn@vsamerica.com, 704-790-2017

9
2

Sales Force

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

The 17 sales reps across the U.S. have the title of Territory Manager, and each one covers a specific territory, handling all sales and sales support in those regions. The sales team management is run by two people: • Karina Kentsis, Sales Director, k.kentsis@vsamerica.com, 704-561-1186 • Craig Harvey, Sales Director, c.harvey@vsamerica.com, 704-231-1213 The following Sales Director is responsible solely for the Michigan Territory: • Christine Debrot, Sales Director, c.debrot@vsamerica.com, 231-740-3935

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3

Implementation

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

The VS sales team currently knows their counterpart at OMNIA Partners and will reach out to them to make a joint effort when working with customers/prospects. Through marketing promotions (done with VS and OMNIA Partners), the sales team has received leads in the past, and then they connected with their counterparts at OMNIA Partners to follow-up with those leads.

Program Management

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

VS America has been on Region 4 ESC's contract since 2015. As an experienced holder of this contract, we have developed a robust strategy encompassing marketing, sales, account setup, and contract administration to efficiently manage the program. • Continuous efforts are made to strengthen the brand's presence through targeted advertisements, content marketing, and providing case studies. • Our Marketing Manager, Amanda Sullivan, regularly coordinates with OMNIA Partners to leverage their marketing platforms and resources, ensuring our offerings are featured. • Our sales force is trained specifically on the nuances of the Master Agreement, ensuring they can effectively communicate the benefits and compliance aspects of the contract. • We meet with OMNIA Partners monthly to discuss contract compliance and strategies. • We utilize our ERP system for quick and accurate data entry for account setup. We also have our dedicated Accountant, Amber Doran, who manages the account setup process and ensures all necessary documentation and approvals are completed promptly. • We conduct regular internal audits to ensure that we are in compliance with the terms and conditions of the Master Agreement. • We have a robust ERP system that handles contract compliance. Additionally, we provide detailed reports on a monthly basis to OMNIA Partners to ensure compliance and to highlight performance metrics. • We maintain records of all transactions, communications, and contract-related activities for transparency and accountability. • We have a dedicated team ready to handle inquiries, resolve issues, and provide assistance. Both Mark Harvey, CFO, and Yuri Ahn, Sales Controller, are knowledgeable about contract terms and conditions and are available to assist with any contract-related questions. • We seek continuous feedback from all stakeholders to implement changes and enhancements to our processes and offerings.

Supplier's Customer List

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

Public Agency Sales for 2023: Approximately \$25.79 million Top 10 Public Agency Customers: 1. Public Agency Customer: Jurupa Unified Public School District Total Purchases for 2023: \$5.06 million Contact Name and Title: Trenton Hansen, Superintendent Contact Email: JUSD.Superintendent@jUSD.k12.ca.us Contact Phone: 951-360-4168 2. Public Agency Customer: Lake Shore Public Schools Total Purchases for 2023: \$2.18 million Contact Name and Title: Dr. Joseph DiPonio, Superintendent Contact Email: jdiponio@lsps.org Contact Phone: (586) 285-8480 3. Public Agency Customer: Walled Lake Consolidated Schools Total Purchases for 2023: \$1.63 million Contact Name: Dr. John Bernia, Superintendent Contact Email: LizaSovel@wlcsd.org Contact Phone: (248) 956-2011 4. Public Agency Customer: Duneland School Corporation Total Purchases for 2023: \$1.58 million Contact Name: Chip Pettit, Superintendent Contact Email: cpettit@duneland.k12.in.us Contact Phone: 219-983-3600 5. Public Agency Customer: South Montgomery Community School Corp. Total Purchases for 2023: \$1.33 million Contact Name: Dr. Stephanie Hofer, Superintendent Contact Phone: 765-866-0203 6. Public Agency Customer: Albemarle County Schools Total Purchases for 2023: \$1.07 million Contact Name: Dr. Matthew S. Haas, Superintendent Contact Email: superintendentoffice@k12albemarle.org Contact Phone: 434-296-5826 7. Public Agency Customer: Rockford Public Schools Total Purchases for 2023: \$1.04 million Contact Name: Dr. Steve Matthews, Superintendent Contact Email: SMatthews@rockfordschools.org Contact Phone: 616-863-6320 8. Public Agency Customer: Fitzgerald Public Schools Total Purchases for 2023: \$1.04 million Contact Name: Hollie Stange, Superintendent Contact Email: holsta@myfitz.net Contact Phone: 586-757-1750 9. Public Agency Customer: Chesapeake Public Schools Total Purchases for 2023: \$1.01 million Contact Name: Dr. Jared A. Cotton, Superintendent Contact Email: jared.cotton@cpschools.com Contact Phone: 757-547-0165 10. Public Agency Customer: Greensburg Community Schools Total Purchases for 2023: \$929K Contact Name: Tom Hunter, Superintendent Contact Email: thunter@greensburg.k12.in.us Contact Phone: 812-663-4774

9
6**System Capabilities and Limitations**

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

VS America's customers are assigned to a respective Inside Sales Project Coordinator who works with them from order inception through delivery. Orders are fulfilled through one or more fulfillment methods (dropship from factory, cross-dock through one of our U.S. warehouse facilities, or inventory). Once all products deliver, VS America's Accounting team works directly with the customer on invoicing to payment receipt. VS America currently utilizes multiple platforms such as the Fiori order entry system (placing orders directly to our parent company), Odoo ERP system (order entry/management, shipment tracking, invoicing, etc.), TMS portals (booking carriers to shipment tracking), Sage (tracking of AR, AP, financial information, etc.) to help facilitate with our order management.

9
7**Projected Sales Year One**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

 \$0
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8**Projected Sales Year Two**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

 \$0
9
9**Projected Sales Year Three**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

 \$0
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Attribute deleted as part of an Addendum

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1**General Terms and Conditions**

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☒ I certify compliance with this attribute.

1
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2**Felony Conviction Notification**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

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

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☒ Non-Felon - person/owner IS NOT a convicted felon

☐ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

1
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3**Name of Felon and Nature of Felony, if applicable**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

1
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4**Criminal History Records Review of Certain Contract Employees**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☒ I certify compliance with this attribute.

1
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5**Historically Underutilized Business (HUB) Certification**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

☒ OPTION A

☒ OPTION B

Disclosure of Interested Parties

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.

ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
- the value of the contract cannot be determined at the time the contract is executed; and
- any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

☒ I certify compliance with this attribute.

Conflict of Interest Questionnaire

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☒ I certify compliance with this attribute.

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Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

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Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☒ I certify compliance with this attribute.

110

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☒ I certify compliance with this attribute.

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Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

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Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☒ I certify compliance with this attribute.

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3**Open Records Policy**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

☐ OPTION A - No proprietary information

☒ OPTION B - Proprietary information marked

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4**Consent to Release Proposal Tabulation**

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☒ I certify compliance with this attribute.

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Contracting Information

If Vendor is not a governmental body and

- (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
 - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
 - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☒ I certify compliance with this attribute.

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Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

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

☒ I certify compliance with this attribute.

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Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

☒ I certify compliance with this attribute.

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8**Federal Rule (B) - Termination Conditions**

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

☒ I certify compliance with this attribute.

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9**Federal Rule (C) - Equal Employment Opportunity**

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

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

☒ I certify compliance with this attribute.

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0**Federal Rule (D) - Davis Bacon Act/Copeland Act**

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

☒ I certify compliance with this attribute.

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1**Federal Rule (E) - Contract Work Hours and Safety Standards Act**

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

☒ I certify compliance with this attribute.

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2**Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement**

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

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

☒ I certify compliance with this attribute.

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Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act

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

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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Federal Rule (H) - Debarment and Suspension

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

☒ I certify compliance with this attribute.

Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

☒ I certify compliance with this attribute.

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

☒ I certify compliance with this attribute.

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7**Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment**

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☒ I certify compliance with this attribute.

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8**Federal Rule (L) - Buy American Provisions**

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☒ I certify compliance with this attribute.

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9**Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds**

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☒ I certify compliance with this attribute.

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0**Federal Rule - Federal Record Retention**

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☒ I certify compliance with this attribute.

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1**Federal Rule - Profit Negotiation**

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☒ I certify compliance with this attribute.

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2**Federal Rule - Solid Waste Disposal Act**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☒ I certify compliance with this attribute.

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3**Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215**

When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.

The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

☒ I certify compliance with this attribute.

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4**Applicability to Subcontractors**

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☒ I certify compliance with this attribute.

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5**Compliance with the Energy Policy and Conservation Act**

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☒ I certify compliance with this attribute.

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6**Indemnification****Acts or Omissions**

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☒ I certify compliance with this attribute.

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7**Excess Obligations Prohibited**

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☒ I certify compliance with this attribute.

1
3
8**Suspension and Debarment**

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☒ I certify compliance with this attribute.

Change in Law and Compliance with Laws

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

☒ I certify compliance with this attribute.

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

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

[illegible]

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Exhibit G Doc #1 Ownership Disclosure Form	Part II Stockholder Information	We would like for the Part II Stockholder information to be redacted for confidentiality purposes.	
Exhibit G Doc #5 Stockholder Disclosure Certification	Stockholders	We would like for the "Stockholders" section to be redacted for confidentiality purposes.	
Exhibit A Response for National Cooperative Contract 1.2 Marketing, Sales, and Administrative Support	Suppliers are required to pay an Administrative Fee of 3% of the greater of then Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal.	Please adjust the administrative fee from 3% to 2%. Please also consider applying the 2% contract fee for product sales only and not for services.	
Exhibit B Administrative Agreement, Example Section: Administrative Fee, Reporting & Payment	An "Administrative Fee" shall be defined and due to OMNIA Partners, from Supplier in the amount of ____ percent (%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in	Please adjust the administrative fee from 3% to 2% and please remove the inclusion of services from the admin fee.	

	writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.		
Exhibit A Response for National Cooperative Contract 3.3 Marketing and Sales, section M.	Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.	VS America, Inc. has been privileged to be on the Region 4 ESC contract since 2015, consistently achieving year-over-year sales growth. We are committed to building on this success with the new award. However, we have decided not to commit to a minimum guarantee for each year. Instead, we will ensure that the administrative fees stipulated in this contract are based on actual sales performance.	

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Date

5/20/2024

Authorized Signature & Title

[Signature]

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

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

Company

VS America, Inc.

Contact



Signature

Yuri Ahn

Printed Name

Sales Controller

Position with Company

Address

1940 Abbott Street

Charlotte, NC 28203

**Official
Authorizing
Proposal**



Signature

Mark Harvey

Printed Name

CFO

Position with Company

Phone

704-378-6500

Fax

704-378-6005

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VS America Inc.
Charlotte, NC United States

Certificate Number:
2024-1163498

Date Filed:
05/20/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 24-01
Furniture installation and related services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Mark Harvey, as an authorized representative of

VS America, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

5/20/2024
Date

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) VS America Inc	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1940 Abbott St Ste 501	Requester's name and address (optional)
	6 City, state, and ZIP code Charlotte NC 28203	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
			-				-			
OR										
Employer identification number										
5	1		-	0	4	6	9	3	2	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 4/23/2024
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

INSPIRED

2021

**13th Communication on Progress
UN Global Compact**

www.vs.de



Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

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(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES AH Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES MH Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the

acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES MH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES HH Initials of Authorized Representative of offeror

Offeror's Name: VS America, Inc.

Address, City, State, and Zip Code: 1940 Abbott Street, Charlotte, NC 28203

Phone Number: 803-371-2860

Fax Number: _____

Printed Name and Title of Authorized Representative: Mark Harvey, CFO

Email Address: m.harvey@vsamerica.com

Signature of Authorized Representative: HH

Date: 5/20/2024

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

- (i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES AH Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES AH Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: VS America, Inc.

Address, City, State, and Zip Code: 1940 Abbott Street, Charlotte, NC 28203

Phone Number: 803-371-2860 Fax Number:

Printed Name and Title of Authorized Representative:
Mark Harvey, CFO

Email Address:
m.harvey@vsamerica.com

Signature of Authorized Representative: MH Date: 5/20/2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. **Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. **Contractor.** The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. **Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. **Applicability.** This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. **Suggested Language.** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. **Standard.** If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. **Applicability.** This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental,

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard.** If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability.** This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language.** The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or

employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A. 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, VS America, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Mark Harvey, CFO

Name and Title of Contractor's Authorized Official



Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. **Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b. **Applicability.** This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. **Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. **Suggested Language.**
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

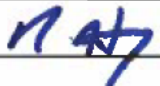
Offeror's Name: VS America, Inc.

Address, City, State, and Zip Code:
1940 Abbott Street, Charlotte, NC 28203

Phone Number: 803-371-2860 Fax Number: _____

Printed Name and Title of Authorized Representative:
Mark Harvey, CFO

Email Address: m.harvey@vsamerica.com

Signature of Authorized Representative: 

Date: 5/20/2024

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Disclosure of Investment Activities in Iran
- DOC #7 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- DOC #8 New Jersey Business Registration Certificate
- DOC #9 EEOAA Evidence
- DOC #10 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: VS America, Inc.

Organization Address: 1940 Abbott Street, Charlotte, NC 28203

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Mark Harvey	Title:	CFO
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Signature:		Date:	5/20/2024
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DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, Mark Harvey residing in

Charlotte

(name of affiant)

(name of municipality)

in the County of Mecklenburg and State of North Carolina of full age, being duly sworn according to law on my oath depose and say that:

I am CFO

(title or position)

of the firm of VS America, Inc.

(name of firm)

_____ the bidder making this Proposal for the bid

entitled RFP 24-01 Furniture, Installation, and Related Services and that I executed the said proposal with

(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____

Region 4 Education Service Center

(name of contracting unit)

relies upon the truth of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature



May 20, 2024
Eva A. Teasdel

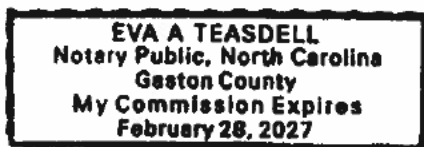
(Type or print name of affiant under signature)

Eva A. Teasdel

Notary public of

My Commission expires February 28, 2027

(Seal)



**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: VS America, Inc.
Street: 1940 Abbott Street
City, State, Zip Code: Charlotte, NC 28203

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

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

5/20/2024
Date


Authorized Signature and Title

DOC #3, continued
P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of 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).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/pcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	VS America, Inc.		
Address:	1940 Abbott Street		
City:	Charlotte	State: NC	Zip: 28203

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

	Mark Harvey	CFO
Signature	Printed Name	Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE
PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED,
CUSTOMIZABLE FORM.**

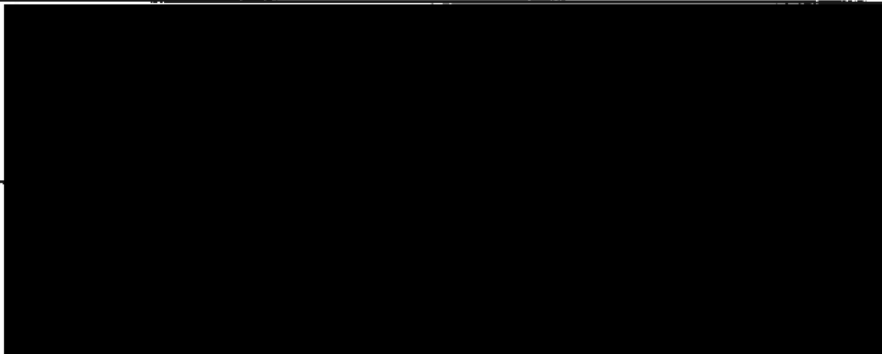
STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

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

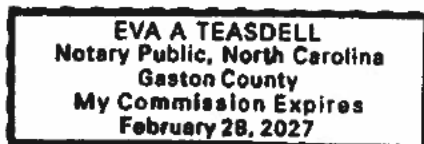
OR

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

Check the box that represents the type of business organization:☐ Partnership☒ Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.****Stockholders:**

		
Name:	Name:	
Home Address:	Home Address:	

Subscribed and sworn before me this <u>20th</u> day of <u>May</u> , 2024 (Notary Public) My Commission expires: <u>February 28, 2027</u>	<u>Eva A. Teasdel</u> (Affiant) <u>Eva A Teasdel</u> (Print name & title of affiant) (Corporate Seal)
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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TREMONT, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 24-01 Furniture, Installation, and Related Services

VENDOR NAME: VS America, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Mark Harvey, CFO

Print Name and Title

Date



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)



- A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR



- B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR



- C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)


Signature of Vendor's Authorized Representative

Mark Harvey, CFO

Print Name and Title of Vendor's Authorized Representative

VS America, Inc.

Vendor's Name

1940 Abbott Street

Vendor's Address (Street Address)

Charlotte, NC 28203

Vendor's Address (City/State/Zip Code)

5/20/2024
Date

51-0469322

Vendor's FEIN

803-371-2860

Vendor's Phone Number

Vendor's Fax Number

m.harvey@vsamerica.com

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). N.J. Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
f for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Mark Harvey Title: CFO

Signature:  Date: 5/20/2024



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 24-01 Furniture, Installation, and Related Services

VENDOR NAME: VS America, Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX



The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Mark Harvey
Signature

5/20/2024
Date

Mark Harvey, CFO

Print Name and Title

State/Region	Dealer Name	Street Address	City	State	Zip Code	Main Contact	Phone Number	Email	Fax	Phone Number 2	Contact 2	Contact 2 Email	Contact 2 Phone	Contact 2 Cell
Alabama	Office Environments	1827 1st Street North, Suite 101	Birmingham	AL	35203	Bill Casey	205-443-8300							
Alabama	RPA Inc.	2700 4th Ave S	Birmingham	AL	35233	Ross Pritchard	203-324-5641							
Alabama	TMG Educational Interiors (formerly The Mell Group)	100 Union Hill Drive, Suite 100	Birmingham	AL	35209		205-877-3131	chris@tmglc.biz						
Alaska	Aligned AK	911 W 8th Avenue, Suite 101	Anchorage	AK	99501	Kael Ladegard	907-240-2069	kael@alignedak.com						
Alaska	SBI	801 SW 16th St., Suite 200	Renton	WA	98057	Ray Near	206-510-6333	ray.near@saxtonbradley.com						
Arizona	SBI	801 SW 16th St., Suite 200	Renton	WA	98057	Ray Near	206-510-6333	ray.near@saxtonbradley.com						
Arkansas	Swift Solutions	5666 S 122nd E Ave, Suite B-7	Tulsa	OK	74146	Jeff Krieman	918-892-6950	jeff@swiftsolutionsok.com						
Arkansas	Thompson Educational Furnishings	1400 S Fretz, Suite 160	Edmond	OK	73003	Wayne Boyd	405-285-0323	wboyd@thompsoneducationalfurnishings.com						
California (Northern)	Campbell-Keller	3041 65th Street Suite 3	Sacramento	CA	95820	Craig Campbell	916-231-9255	ccampbell@campbellkeller.com						
California (Northern)	D & D Security Resources	PO Box 1086	Concord	CA	94522	Dean Smith, President	925-286-8718	dsmith@didssecurity.com						
California (Northern)	Inside Source/Young (South Bay location)	985 Industrial Rd #101	San Jose	CA	94070	Dave Denmy	650-508-9101	denny@insidesource.com						
California (Northern)	KBM Hogue	675 Brennan	San Jose	CA	95131	Victoria Crumney	408-213-5450	victoria.crumney@kbm-hogue.com						
California (Northern)	One Work Place (East Bay location)	7220 Edgewater Drive	Oakland	CA	94621	Josh Niederman	650-464-0680	jniederman@oneworkplace.com						
California (Northern)	One Work Place (SF location)	475 Brannan Street, Suite 210	San Francisco	CA	94107	Shelby Stone	415-357-2245	sstone@oneworkplace.com						
California (Northern)	One Work Place (South Bay location)	2500 De La Cruz Blvd.	Santa Clara	CA	95050	TJ Protzman		tjprotzman@oneworkplace.com						
California (Northern)	One Workplace (formerly UCF)	1780 N. Market Blvd	Sacramento	CA	95834	Patrick McGiff	916-452-1851	patrickm@ucfinc.com						
California (Northern)	Palace Business Solutions	2606 Chantideer Avenue	Santa Cruz	CA	95065	Jamin Trowbridge, Regional Vice President	831-476-3815 Ext: 329	jamtin@gopalace.com						
California (Northern)	Pivot Interiors (Northern Cal)	703 Market Street Ste 1400	San Francisco	CA	94103	Rosana Jimenez	415-544-6466	rjimenez@pivotinteriors.com						
California (Northern)	Trope Group	2305 Gracian Way	Santa Rosa	CA	95407	Jennifer Sutter	707-546-8181	jsutter@tropegroup.com						
California (Northern)	Vanguard Concept Offices (VCO)	2150 N 1st t #100	San Jose	CA	95131	Caroline Silver	650-815-1223							
California (Southern)	Culver Newlin	520 E Rincon Street	Corona	CA	92879	Heather Bushum	947-597-0123	heatherb@culver-newlin.com						
Colorado	OfficeScapes School Division	4110 High Country Rd	Colorado Springs	CO	80907	Lee Stapp	719-574-1113							
Colorado	Workplace Resource	9600 E. 40th Avenue	Denver	CO	80238									
Connecticut	Robert H. Lord Company	220 Chapel Rd.	Manchester	CT	06042	Rob Romay	860-645-8700	robromay@rhllco.com						
Delaware	Corporate Interiors, Inc.	223 Lisa Dr	New Castle	DE	01972	Fred Leone	800-690-9101	fleone@corporate-interiors.com						
Delaware	GA Blanco & Sons, Inc.					Karen Alexander	800-931-0027	kalexander@gblls.com						
District of Columbia	DES	1037 30th Street NW	Washington	DC	20007	Emily Thornton	202-827-3882	emily.thornton@DES-DC.com		202-733-5007				
District of Columbia	PI & Co.	14081 Gared Drive, PO Box 231	Glenwood	MD	21738	Paul Johnson	811-825-7803	pjohnson@piandco.com						
District of Columbia	Commonwealth School Equipment, Inc.	21403 Hull Street Rd	Moseley	VA	23120	David Hawkins	(804) 739-4575	dhawkins@verizon.net						
District of Columbia	Delta Graphic Inc.	12532 Branders Bridge Road	Chesterfield	VA	23831	Tam Moody	804-748-6448	tmood@deltagraphic.com						
District of Columbia	Washington Group Solutions	101 W. Broad Street, 2nd Floor	Falls Church	VA	22046-4200		P 703.237.9596	furniture@wgsoffice.com						
Florida	Beaux-Arts Group - Orlando	4750 New Broad Street, Suite 150	Orlando	FL	32814		407-302-0092	info@orlando@beauxartsgroup.com	407-302-3329					
Florida	Beaux-Arts Group - Tampa	8507 BENJAMIN RD	Tampa	FL	33634	ANNE EVERETT	813-880-8686	AEVERETT@BEAUXARTSGROUP.COM						
Florida	Beaux-Arts Group Ft. Myers	13100 Westlins Terrace, Unit 11	Ft. Myers	FL	33913		239-280-1399	info@myers@beauxartsgroup.com	239-225-1430					
Florida	Classroom Outfitters, LLC	19301 SW 106th street, Suite 11	Miami	FL	33157	Rick Brewer	877-509-0664	rick@classroomoutfitters.com						
Florida	Empire Office - Hollywood	2 Oakwood Blvd #140	Hollywood	FL	33020	Danny Garcia	954-707-6210	dgarcia@empireoffice.com						
Florida	Empire Office - Orlando	2315 Lynx Ln. #17	Orlando	FL	32804	Michael Malone	407-628-2400	mmalone@empireoffice.com						
Florida	Empire Office - Tampa	3000 North Ashley Drive, Suite 130	Tampa	FL	33602	Nina Cruz	813-543-5011	ncruz@empireoffice.com						
Florida	IFS Business Interiors	629 West Brevard St.	Tallahassee	FL	32304	Stefanie Brawner-Caldwell	850-536-0888	sbrawner-caldwell@ifsbi.com						
Florida	INTERIOR FUSION LLC	8380 BAY PINES BLVD	St Petersburg	FL	33709	RICH CAREY	727-490-2320	RFENDLEY@IFSVD.COM						
Florida	Office Environments - Gainesville	237 SW 7th Terrace, Suite B	Gainesville	FL	32601	Judy Osbrin	352-224-5181	josbrin@officeenvironments.com						
Florida	Office Environments - Pensacola	25 West Cedar Street, Suite 410	Pensacola	FL	32502	Beth Smith	850-434-1185	bsmith@officeenvironments.com						
Florida	Office Environments - Tallahassee	1801 Hermitage Blvd, Suite 170	Tallahassee	FL	32308	Jack Mosley	850-815-0542	jmosley@officeenvironments.com						
Florida	Office Furniture Depot	2440 US 90 North	Lakeland	FL	33805	David Boles	863-682-3450	dboles@officefurnituredepot.com						
Florida	Schoolhouse Products Inc.	13517 Prestige Place Suite 101	Tampa	FL	33635		800-942-3360	info@schoolhouseproducts.com	813-855-5414	813-855-1414				
Florida	Ernie Morris Enterprises	2535 Ivy Street East	Cumming	GA	30041	Contact: Adin Burchfield - General Manager	470-239-4043	aburchfield@erniemorris.com						
Georgia	CWC	4343 Northeast Expressway	Atlanta	GA	30340	Sonya Tablada	770-493-8200							
Georgia	DeKalb Office Environments	1320 Ridgeland Parkway	Alpharetta	Ga	30004	Ed O'Connor	770-360-0200							
Georgia	Ernie Morris Enterprises	2535 Ivy Street East	Cumming	GA	30041	Contact: Adin Burchfield - General Manager	470-239-4043	aburchfield@erniemorris.com						
Georgia	Georgia Institutional Furnishings	103 Gardner Park	Peachtree City	GA	30069	Zach Webb	770-486-6431	zwebb@gainst.com						
Georgia	Nisewonger Audio Visual Center	1125 Cripple Creek Drive	Lawrenceville	GA	30043	Contact: Adam Yates	770-338-0335	adam@nisewongerav.com						
Georgia	Russell Ventures	322 Northpoint Parkway Suite D	Aconth	GA	30102	Richard Russell	678-574-9805	richard@russellventures.com						
Hawaii	Office Pavilion	50 S Beretania St #208b	Honolulu	HI	96813	Judy Barnhart	808-599-2411	judy@op-hawaii.com						
Illinois	Educational Environments by Frank Cooney	700 Touhy Avenue	Elk Grove Village	IL	60007	Gregory Cooney	630-694-8800	gregory@frankcooney.com						
Indiana	Sharp School Services	6400 Lincolnway	Hobart	IN	46342	David Sharp	219-741-2421	dsharp@sharpschoolservices.com						
Iowa	Office Elements	1102 Historic 4th Street	Sioux City	IA	51101	Linda Fickbohm	712-253-2745	linda@officeelements.net						
Iowa	Paragon Interiors	1559 Grant St.	Bettendorf	IA	52722	Linda Fickbohm	712-253-2745	linda@paragoninteriors.com						
Iowa	Educational Environments by Frank Cooney	700 Touhy Avenue	Elk Grove Village	IL	60007	Gregory Cooney	630-694-8800	gregory@frankcooney.com						
Iowa	Sheppard's Business Interiors	725 S 72nd St.	Omaha	NE	68114	Ken Sigmon	402-393-6083	ksigmon@sbj-omaha.com						
Kansas	Scott Rice Office Works	14720 W 105th St	Lenexa	KS	66215	Stacy Roth	816-766-5888	stacyr@scotrice.com						
Kentucky	IPC Architectural Products	2591 Palumbo Drive	Lexington	KY	40555	Dan Smith	859-269-3646	kgc@bluegrass.net						
Kentucky	Tom Sexton & Associates	65 Cummings Drive	Walton	KY	41094	Mark Edwards	859-485-7065	markedwards1@fuse.net						
Louisiana	AOS	400 Poydras Street, Suite 1700	New Orleans	LA	70130	Suzanne Dumez	504-561-8400	s.dumez@thinkaos.com						
Louisiana	Arnold and Associates Interiors, Inc	3707 Government Street	Baton Rouge	LA	70806	DeLisa Arnold	225-343-2702	darnold@arnold-associates.com						
Louisiana	General Office Supply Co.	1003 Jefferson St.	Lafayette	LA	70501	Phil Martin	337-237-2563	philmartin@generalofficesupply.net						
Louisiana	IDI Workspaces	815 West Congress Street	Lafayette	LA	70501	Heather Trosclair	337-236-9107	heather@ididesign.com						
Louisiana	Southern Interior Solutions	404 E Gibson Street, Suite 2	Covington	LA	70433	Andrew McIver	985-222-9961	andrew@southerninteriorsolutions.com						
Maine	Creative Office Pavilion - Portland	141 Middle St.	Portland	ME	04101	Rick McKenney	207-775-7100	rmckenney@cop-inc.com						
Maryland	American Design Associates	606 Baltimore Avenue, Suite 405	Towson	MD	21204	Jim Jones	410-823-5500	jjones@americandesignonline.com						
Maryland	Douron	10 Painters Mill Road	Owings Mills	MD	21117	Frank Clark	410-363-2600	fclark@douron.com						
Massachusetts	Robert H. Lord Company	220 Chapel Rd.	Manchester	CT	06042	Rob Romay	860-645-8700	robromay@rhllco.com						
Massachusetts	Creative Office Pavilion - Boston	One Design Center Place, Suite 734	Boston	MA	02210	Mike Clancy	617-956-4100	mclancy@cop-inc.com						
Michigan	Great Lakes Furnishings	590 East 32nd St.	Holland	MI	49423	Ron Chrisman	616-296-1201	rchrismar@gmail.com						
Minnesota	Intereum	9800 8th Ave. N.	Plymouth	MN	55441	Kimberly Kirkeide	612-413-1478	kkirkeide@intereum.com						
Mississippi	Carr and Company	PO Box 1664	Nadison	MS	39110	Michael Carr	601-405-2511	michael@carrandcompany.org						
Mississippi	Sheldien Laboratory Group	102 Kirk Street	Crystal Springs	MS	39059	Edie Adkins	601-892-7105	eadkins@sheldienlabs.com						
Missouri	Scott Rice Office Works	14720 W 105th St	Lenexa	KS	66215	Stacy Roth	816-766-5888	stacyr@scotrice.com						
Missouri	G Select	11840 Westline Industrial Dr. Suite 100	St Louis	MO	63146	Stacy Wellen	314-909-1990	swellen@select.com						
Montana	IJ Office Products	700 Sunset Blvd.	Kalispell	MT	59901	John Flink	406-752-6520							
Nebraska	Ask Supply	2116 Ave N	Kearney	NE	68848	Kirby Wilson	308-234-5166	Kirby@asksupply.com						
Nebraska	Office Interiors and Design	1401 Dahlberg Dr Suite A	Lincoln	NE	68512	Sara Downes	402-484-7500	sara.downes@oidinc.com						
Nebraska	Sheppard's Business Interiors	725 S 72nd St.	Omaha	NE	68114	Ken Sigmon	402-393-6083	ksigmon@sbj-omaha.com						
New Hampshire	Robert H. Lord Company	220 Chapel Rd.	Manchester	CT	06042	Rob Romay	860-645-8700	robromay@rhllco.com						
New Hampshire	Creative Office Pavilion - Manchester	155 Dow St.	Manchester	NH	03101	Bill Novick	603-647-4333	wnovick@cop-inc.com						
New Hampshire	Tucker Library Interiors	55 South Commercial St.	Manchester	NH	03103	Cori McGrath	603-666-7030	Cori@tuckerlibraryinteriors.com						
New Jersey	BFI	10 Lanidex Plaza West	Parippany	NJ	07054	Melissa Rodriguez	973-503-0730	mrodriguez@bffurniture.com						
New Jersey	CFI	7001 N Park Drive	Pennsauken	NJ	08109	Kate McKelvey	215-279-9999	kmckelvey@cfi-nc.com						
New Jersey	Nickerson	515 Union Avenue	Union Beach	NJ	07735	Beth Poskus	631-620-2101	bposkus@nickersoncorp.com						

New Jersey	Soyka Smith Design Studios	52 Watching Ave.	Upper Montclair	NJ	07043	Bridget Soyka-Smith	973-783-7032	bridget@soykasmith.com				
New Jersey	Tanner North Jersey	1251 Lakewood-Farmingdale Rd.	Howell	NJ	07731	Stacy St. James	570-327-1500	stacy@supplysourceinc.com				
New Jersey	TeamPAR	354 Route 206	Flanders	NJ	07036	Karen Rossilli-Kiefer	973-288-8128	karen@TeamPAR.com				
New Jersey	The Whalen Beres Group	546 Navesink River Road	Red Bank	NJ	07701		732-616-6073	jwhalen@thewbg.com				
New Jersey	WB Wood (New Jersey)	175 Morristown Road	Basking Ridge	NJ	07920	Maureen Tracy	973-600-2867	maureen@wbwood.com				
New Jersey	Reed Associates, Inc.	1500 Industry Road, Suite P	Hatfield	PA	19440-3271		215-256-9572					
New Mexico	OfficeScapes School Division	4110 High Country Rd	Colorado Springs	CO	80907	Lee Stapp	719-574-1113					
New York	Accent	3 Interstate Avenue	Albany	NY	12205	Michael Gleason	518-365-0800	michael@accentry.com	518-482-4000 Ext 12	Kim Relyea	kimr@accentry.com	518-928-0396
New York	Alanza	74 North Broadway	Nyack	NY	10960	Dawn Cannon	845-675-7337	dcannon@alanzacorp.com				
New York	Millington Lockwood	3901 Genesee Street, Suite 800	Buffalo	NY	14225	Tim Hurley	716-984-8948	thurley@millingtonlockwood.com				
New York	Sedgwick Business Interiors	100 W Court Street	Syracuse	NY	13204	Janet Kleiman	585-905-1147	jkleiman@sedgwickbusiness.com				
New York	Design Space Studios	7 Gilhal Circle	Fairport	NY	14450	Brenna L Thering	585-673-8027	purchasing@designspacestudios.com				
New York	FM Office Express Inc	106 Despatch Drive	East Rochester	NY	14445	Fabricio Morales	585-419-6590	fmorales@fmop.com				
New York City	Jefferson Group	85 Research Drive	Stamford	CT	06906		877-978-8500	info@jefferson-group.com	212-967-1911 (New York)			
New York City	The Whalen Beres Group	546 Navesink River Road	Red Bank	NJ	07701		732-616-6073	jwhalen@thewbg.com				
New York City	Creative Office Pavilion	180 Madison Avenue, 20th Floor	New York	NY	10016		646-590-1700	5.cheng@cop-inc.com				
New York City	Empire Office	105 Madison Ave., 15th Floor	New York	NY	10016		212-607-5677	eroberson@empireoffice.com				
New York City	Evenson Best	641 Avenue of the Americas	New York	NY	10011		212-549-8000	m.teeney@evensonbest.com				
New York City	WB Wood (New York)	225 Park Avenue South, Suite 201	New York	NY	10003		212-647-6300					
New York City	Business Furniture Inc	237 West 35th Street	New York	NY	10001	Ellen Hains	646-825-6265	ehains@bifurniture.com				
North Carolina	Alfred Williams & Company	505 S. Cedar St	Charlotte	NC	28202	Amber Brown	704-602-8815	abrown@alfredwilliams.com				
North Carolina	Blankenship Associates	980 Trinity Rd.	Raleigh	NC	27607	Caroline McCormac	919-787-1346 Ext: 103	cmcormac@blankenshipassociates.com				
North Carolina	CAC Associates	4503 Still Pines Drive	Raleigh	NC	27613	Cole Stefansky	919-931-5388	colestefansky@att.net				
North Carolina	Carolina Furnishing and Design	P.O. Box 348	West End	NC	27376	Rick Halverstadt	910-673-1010	clplustd@gmail.com				
North Carolina	Connecting Elements, Inc.	8227-F Arrowridge Boulevard	Charlotte	NC	28273	Scott Anderson	843-861-2999	scott@connectingelements.com				
North Carolina	Educational Environments by Dixie	6918 Kinro Road PO Box 565	Liberty	NC	27298	Donna Gordon	336-622-4202	donna@edu-env.com				
North Carolina	Perfection Equipment Company	135 Harold Andrews Road, PO Box 483	Siler City	NC	27344	Paul Trageser	919-742-5077	Perfectionequipment@live.com	919-742-4577			
North Carolina	Young Office	71 Thompson Street	Asheville	NC	28803		828-552-3112					
North Dakota	Accent Learning Environments	191 Cavalier Street North	Pembina	ND	58271	Curt Seed	701-825-6349					
Ohio	Continental Office Environments	319 S. Market Street	Coldwater	OH	45828	Lisa Welch	614-262-5010	lwelch@continentaloffice.com				
Ohio	Elements IV	3680 Wye Road	Dayton	OH	45414	Mark Williams	937-918-1000					
Ohio	Furniture Solutions	1340 Clay Street	Cincinnati	OH	45202	John Prather	513-891-2010	john@furniture.solutions				
Ohio	King Business Interiors	6155 Huntley Road, Suite D	Columbus	OH	43229		614-796-4018					
Ohio	Loth (Cincinnati)	3574 E. Kemper Road	Cincinnati	OH	45241		513-554-4900					
Ohio	Luth (Columbus)	855 Grandview Avenue	Columbus	OH	43215		614-487-4000					
Ohio	Martin Public Seating	8425 Ryan Rd	Seville	OH	44273	John Martin	330-769-2723	johnmartin@martinpublicseating.com				
Ohio	RUE Business Interiors (Cincinnati)	623 Broadway St	Cincinnati	OH	45202		513-641-3700					
Ohio	Zimmerman School Equipment	7335 Havens Corners Rd	Blacklick	OH	43004		614-861-6383					
Oklahoma	Copelin Contract Furniture		Norman	OK	73069	Brad Copelin	405-919-8068	brad@copelin.com				
Oklahoma	Scott Rice Workspace Solutions	6900 N Bryant Ave	Oklahoma City	OK	73121	Paul Glavas	405-848-3999	paul.glavas@scottriceok.com				
Oklahoma	Swift Education Solutions	5666 S 122nd E Ave, Suite B-7	Tulsa	OK	74146	Jeff Krisman	918-892-6950	jeff@swiftofficesolutionsok.com				
Oklahoma	Thompson Educational Furnishings	1400 S Fretz, Suite 160	Edmond	OK	73003	Wayne Boyd	405-285-0323	wboyd@thompsoneducationalfurnishings.com				
Oregon	SBI	801 SW 16th St., Suite 200	Renton	WA	98057	Ray Near	206-510-6333	ray.near@saxtonbradley.com				
Pennsylvania	Brennan's Office Interiors, Inc.	1045 Andrew Drive, Suite A2	West Chester	PA	19380	Brian Brennan	610-251-2331					
Pennsylvania	Premier Environments	2601 Baglyos Circle	Bethlehem	PA	18020	Lori DeLade	610-974-7990	ldelade@premierenv.com				
Pennsylvania	Reed Associates, Inc.	1500 Industry Road, Suite P	Hatfield	PA	19440-3271		215-256-9572					
Pennsylvania	Tanner Furniture	7813 Derry Street	Harrisburg	PA	17111	Stacy St. James	570-327-1500	stacy@supplysourceinc.com				
Puerto Rico	Integrated Design Solutions, Inc.	Avenida Escorial, Edificio #18	Puerto Nuevo	PR	00920	Ana Morales	787-706-0201	amorales@idsmbiliaria.com				
Rhode Island	Robert H. Lord Company	220 Chapel Rd.	Manchester	CT	06042	Rob Romay	860-645-8700	robromay@rhlico.com				
Rhode Island	Creative Office Pavilion - Providence	10 Mutual Place	Providence	RI	02906	Lisa Cochran	401-274-2444	lcochrane@cop-inc.com				
Rhode Island	WB Mason	99 Bald Hill Road	Cranston	RI	02920	Ed Pines	401-265-3956	ed.pines@wbmason.com				
South Carolina	Herald Office Systems	3250 Tile Dr.	Charleston	SC	29405	Becdy Osmond	843-556-1007	bosmond@heraldoffice.com				
South Carolina	Nu Idea	710 S Guilford Dr	Sumter	SC	29150	Cary Coker	803-773-7389	ccoker@nu-idea.com				
South Carolina	Young Office (Greenville, SC)	1280 Ridge Road	Greenville	SC	29607		864-281-9500					
South Carolina	Young Office (Spartanburg, SC)	105 Southport Rd	Spartanburg	SC	29306		864-574-2344					
South Dakota	Canfield Business Interiors	402 West 9th Street	Sioux Falls	SD	57104	Kevin Kuphal	605-274-8142	kkuphal@canfieldco.com				
South Dakota	Evergreen Office Products	811 St Joseph St	Rapid City	SD	57701	Bill Newhouse	605-343-8265	evergreenbill@ttcc.com				
Tennessee	Contract Furniture Alliance	7610 Hamilton Park Drive, Suite 5	Chattanooga	TN	37421	Tammy Loper	423-779-0240 Ext: 131	tloper@cfa-inc.com				
Tennessee	CWC	631 Broad St	Chattanooga	TN	37402	Erin Stevens	423-280-4162	erin.stevens@c-w-c.com				
Tennessee	GBI	320 Seven Springs Way Suite 450	Brentwood	TN	37207	Rhonda Umphrey	615-425-5250	Rhonda.Umphrey@gbinsashville.com				
Tennessee	Knowledge Tree	2872 Wolfcreek Parkway	Memphis	TN	38133	Fred Ernest	901-324-9251	fernest@theknowledgeedgetree.com				
Tennessee	Nashville Office Interiors	1307 East Main Street, Suite 126	Chattanooga	TN	37404	Erin Stevens	423-629-6100	estevens@noi-tn.com				
Tennessee	Office Coordinators Inc.	326 East Main Street	Chattanooga	TN	37408		423-756-4531					
Tennessee	School & Office Supply, Inc.	10655 Dutchtown Road	Knoxville	TN	37932	Jonathan Johnson		jonathan.johnson@zwas.com				
Texas (Northern)	McTear Education (Formerly Contrax Furnishings)	690 NE 23rd Avenue	Gainesville	FL	32609	Caroline Smith	352-416-1323	csmith@mc-tear-education.com				
Texas (Northern)	OKM Total Office	1824 Tardiff Office	Dallas	TX	75220	Lisa Locke	214-902-7215	LOCKE@okmintexas.com	Mike Paris	MPARIS@okmintexas.com	Office 214-902-7274	Cell 469-328-8780
Texas (Northern)	McKinney Office Supply	117 W Louisiana	McKinney	TX	75069	Reed Ruachhaugt	972-562-5020	reed@mcKinneyofficesupply.com				
Texas (Northern)	Business Interiors	1111 Valley View Lane	Irvine	TX	75061	Debbie Zarsk	469-328-8780	dzarsk@businessinteriors.com				
Texas (Northern)	Lone Star Furnishings	4301 Reeder Dr	Carrollton	TX	75010	Brad Jones	972-862-9900	brad@lonestarfurnishings.com				
Texas (Southern)	McCoy Rockford, Inc.	6869 Old Katy Road	Houston	TX	77024	Kim Singer	713-862-4600	ksinger@mccoyrockford.com				
Texas (Southern)	Worthington Contract Furniture	3006 Longhorn Blvd	Austin	TX	78758	Kirk Worthington	512-331-1628	kirk@worthingtoncf.com				
Utah	Edutek Corporation	79 West 4500 South, Suite #24	Murray	UT	84107	Todd Fairbourn	801-747-0050					
Utah	Midwest Commercial Interiors	987 South West Temple	Salt Lake City	UT	840101	Sean Wright	801-505-4288					
Utah	SBI	801 SW 16th St., Suite 200	Renton	WA	98057	Ray Near	206-510-6333	ray.near@saxtonbradley.com				
Vermont	Robert H. Lord Company	220 Chapel Rd.	Manchester	CT	06042	Rob Romay	860-645-8700	robromay@rhlico.com				
Vermont	Creative Office Pavilion - Burlington	148 College St. Suite 400	Burlington	VT	05401	Derek MacDonald	802-660-7000	dmacdonald@cop-inc.com				
Virginia	DES	1037 30th Street NW	Washington	DC	200007	Ray Lanham	202-827-3882	rlanham@des.com	202-733-5007			
Virginia	Commonwealth School Equipment, Inc.	21403 Hull Street Rd	Moseley	VA	23120	David Hawkins	804-739-4575	dhawkinsva@verizon.net				
Virginia	Delta Graphic Inc.	12532 Branders Bridge Road	Oysterfield	VA	23831	Tam Moody	804-648-6448	tmooddy@deltagraphic.com				
Virginia	FSI Office	2312 Mariner's Mark Way, Unit 303	Va. Beach	VA	23451	Bill Waide	804-845-2013 Ext: 2511	Bill.Waide@fermanssupply.com				
Virginia	Washington Group Solutions	101 W. Broad Street, 2nd Floor	Falls Church	VA	22064-4200		202-237-8596	furniture@wgooffice.com				
Washington	Evergreen Furnishings	11715 N. Creek Parkway S #C101	Bethell	WA	98011	Todd Cunningham	206-779-6597	todd@evergreenfurnishings.com				
Washington	SBI	801 SW 16th St., Suite 200	Renton	WA	98057	Ray Near	206-510-6333	ray.near@saxtonbradley.com				
West Virginia	Commonwealth School Equipment, Inc.	21403 Hull Street Rd	Moseley	VA	23120	David Hawkins	(804) 739-4575	dhawkinsva@verizon.net				
West Virginia	Capitol Business Interiors	711 Indiana Ave	Charleston	WV	25302		304.343.7551	www.cbivwv.com				
Wisconsin	Henrickson	3070 Gateway Rd.	Brookfield	WI	53045	Kristin Matter	262-373-3217	k.matter@henrickson.com				
Wyoming	OfficeScapes School Division	4110 High Country Rd	Colorado Springs	CO	80907	Lee Stapp	719-574-1113					

VS AMERICA, INC. SHIPPING POLICY:

- Applicable to all delivery types.
- Certain ship to locations are outside of the tiered structure and incremental charges are quoted separately at rates not to exceed actual costs. These locations include:
- Alaska, Hawaii, and US territories
- Remote ship to locations including those accessible only by ferry, seasonal or severely restricted roads, or areas >50 miles from interstates.
- Other surcharges may be quoted and charged when Member's request additional services. These rates will not exceed actual costs and include:
- Heat treated pallets when local regulations apply.
- Palletization of loads that would typically be shipped via loose load.
- Other specialty packaging requests outside of industry norms.
- Costs for specialty equipment such as truck lift gates
- Costs for incremental trucks when phased or downstacked delivery requested.
- Expedited shipment requests that require airfreight or other non-standard modes

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YEARS LIMITED WARRANTY

BASIC INFORMATION

10 years limited warranty. VS America, Inc. warrants all products provided on the above noted project for 10 years unless otherwise noted. Mechanical components and writable laminates are warranted for three years. The warranty is given to the initial customer and is valid for as long as the initial customer owns the product. This warranty, which runs from the date of delivery, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. Normal wear and tear of the product is not covered under this warranty. **If a VS product is defective,** and if notice of the defect is given to VS America, Inc. within the applicable warranty period, VS America, Inc., at its option, will either repair or replace the defective product with a comparable product or component. **This warranty is in lieu of all other warranties, expressed or implied, and VS America, Inc. hereby disclaims any other warranties or representations of any kind or character with regard to the products sold herein, including, without limitation, their merchantability, suitability or fitness for a particular purpose.**

VS America, Inc.
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Charlotte, NC 28203
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