

REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract # R240111

for

FURNITURE, INSTALLATION, AND RELATED SERVICES

with

METEOR EDUCATION, LLC

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 Meteor Education, LLC ("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 Meteor Education, LLC
 Address 690 NE 23rd Ave
 City/State/Zip Gainesville, FL 32609
 Telephone No. 800-699-7516
 Email Address bids@meteoreducation.com
 Printed Name Caroline Smith
 Title VP of Strategic Sourcing

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R240111

Corrected to 12/31/2027

DS
CW

Initial
AS

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 attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned 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.) 08/13/24 Review

[illegible]

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (Region 4 ESC's Use)
III. Instructions to Offerors; RFP Pg. 10, #18	Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.	Depending on sample needed, we may not be able to meet the 7 day deliver requirement. Project team will communicate lead time on all requested samples.	Similar to current language
IV. Evaluation Process and Criteria; RFP Pg. 12, #2a	ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic 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)	We represent over 175 suppliers and many only have a PDF price list (showing list price) available and will not be able to show extended net pricing. In addition, depending on options available, additional volume/tiered discounting, and freight zones, there could be numerous (20+) net prices for each line item. However, we have provided all information necessary to determine net pricing within our proposal and will provide formal quotes to customers upon request.	Similar to current language
Appendix A-Draft Contract, Pg. 4; #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.	Depending on the required products, we may encounter challenges in meeting the 7-day delivery requirement. Our project team will diligently communicate the lead time for all requested products. We do partner with some manufacturers that offer quick-ship product options however, the typical lead time for products not readily available in stock ranges from 3 to 12 weeks, contingent upon the manufacturer and product line.	Similar to current language

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (Region 4 ESC's Use)
Appendix A-Draft Contract, Pg. 4; #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.	We will furnish updated price lists promptly as they are received from our vendors. As per our obligation to accept revised pricing from the vendor, any increases will be conveyed to the customer. It is imperative that these approvals are expedited. As long as approvals are granted promptly, we adhere strictly to this policy. For your convenience, we have provided a Dropbox link containing all price lists, which will be consistently updated with the latest information.	New revised language
Exhibit A-Response National Cooperative Contract; Pg. 5; section 3.1 D.	a. Submit FEIN and Dunn & Bradstreet report.	In our proposal, we've provided our FEIN and Dunn & Bradstreet numbers, but Meteor Education does not purchase reports from Dunn & Bradstreet as this is not a requirement to do business in our industry. Therefore, we do not have a Dunn & Bradstreet report to submit with our proposal.	Acknowledged

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (Region 4 ESC's Use)
Exhibit F-Federal Certifications; P. 9	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.	First, we are unsure if our products qualify under this requirement since it states it as a requirement for “construction material.” We do not consider our product construction material. Some of the products included in this proposal have parts that are manufactured internationally. Many of the manufacturers we represent have American-made products.	Acknowledged and completed by Meteor as part of the response



24-01 Addendum 6

Meteor Education, LLC

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 Meteor Education, LLC

Address 690 NE 23rd Ave

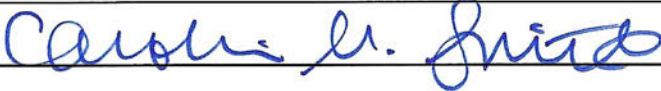
City/State/Zip Gainesville, FL 32609

Telephone No. 800-699-7516

Email Address bids@meteoreducation.com

Printed Name Caroline Smith

Title VP of Strategic Sourcing

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

Meteor Education, LLC Information

Address: 690 NE 23rd Avenue
Gainesville, FL 32605
Phone: (800) 699-7516

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

Caroline Smith

Signature

Submitted at 6/12/2024 03:54:49 PM (CT)

bids@meteoreducation.com

Email

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Offer and Contract Signature
Form.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 and
Conditions Acceptance Form.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

Appendix C - Doc 1 -
Acknowledgement and
Acceptance of Open Records
Policy.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

Exhibit F - Federal Funds
Certifications.pdf

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

Value Add

Value Add.pdf

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

Appendix C - Doc 2 - Antitrust
Certification Statements.pdf

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

Certificate of Interested Parties (Form 1295)

Appendix C - Doc 3 - Form
1295.pdf

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

Diversity Program Certifications

Minority Certificates.pdf

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

Minority Women Business Enterprise Certification

Minority Certificates.pdf

Please upload Minority Women Business Enterprise Certification if applicable.

Submit FEIN and Dunn & Bradstreet report.

FEIN and Dun and Bradstreet
Report.pdf

Upload FEIN and Dunn & Brandstreet report here.

Products and Pricing

Meteor - Pricing Proposal - Region
4 OMNIA - 6-13-2024.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

Minority Certificates.pdf

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

Historically Underutilized Business (HUB) Certification

Minority Certificates.pdf

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

Texas Government Code 2270 Verification Form

Appendix C - Doc 4 - Texas
Government Code 2270
Verification Form.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

Response to Exhibit A - Response
for National Cooperative
Contract.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

Exhibit G - New Jersey Business
Compliance - Doc 1 thru 10.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

Exhibit D - Principal Procurement Agency Certificate Example.pdf

Exhibit D - Principal Procurement Agency Certificate Example

No. 10 - Ordering Methods Tracking and Reporting.pdf

Attribute No. 10 - Ordering Methods Tracking and Reporting

No. 12 - Warranty Pricing.pdf

Attribute No. 12 - Warranty Pricing

No. 19 - Furniture Recycling with Meteor and IRN.pdf

Attribute No. 19 - Furniture Recycling with Meteor and IRN

No. 19 - Reimagined School Environment and Experience Solution.pdf

Attribute No. 19 - Reimagined School Environment and Experience Solution

No. 34 - Customer Service Problem Resolution Process.pdf

Attribute No. 34 - Customer Service Problem Resolution Process

No. 35 - Invoicing Process Payment Terms and Methods.pdf

Attribute No. 35 - Invoicing Process Payment Terms and Methods

No. 37 - Financial Condition and Reference Letters.pdf

Attribute No. 37 - Financial Condition and Reference Letters

No. 38 - Insights.pdf

Attribute No. 38 - Insights

No. 39 - OSHA 300A Reports for 2021-2023.pdf

Attribute No. 39 - OSHA 300A Reports for 2021-2023

No. 40 - Green or Environmental Initiatives and Policies.pdf

Attribute No. 40 - Green or Environmental Initiatives and Policies

No. 41 - Diversity Plan.pdf

Attribute No. 41 - Diversity Plan

No. 42 - Strategies for Adoption of Policies.pdf

Attribute No. 42 - Strategies for Adoption of Policies, Processes & Procedures

No. 43 - Company History & Growth Timeline.pdf

Attribute No. 43 - Company History & Growth Timeline

No. 45 - Offerors Reputation of Products and Services.pdf

Attribute No. 45 - Offerors Reputation of Products and Services

No. 46 - Key Personnel.pdf

Attribute No. 46 - Key Personnel

No. 50 - Customer References.pdf

Attribute No. 50 - Customer References

No. 51 - Value Add.pdf

Attribute No. 51 - Value Add

No. 57 - Brief History and Description of Supplier Experience.pdf

Attribute No. 57 - Brief History and Description of Supplier Experience

No. 58 - Sales Persons List.pdf

Attribute No. 58 - Sales Persons List

No. 63 - Green or Environmental Initiatives and Policies.pdf

Attribute No. 63 - Green or Environmental Initiatives and Policies

No. 64 - Minority Certificates.pdf

Attribute No. 64 - Minority Certificates

No. 76 - Supplier Differentiates from Competitors.pdf

Attribute No. 76 - Supplier Differentiates from Competitors

No. 80 - Distribution Logistics.pdf

Attribute No. 80 - Distribution Logistics

No. 85 - Marketing and Sales.pdf

Attribute No. 85 - Marketing and Sales

No. 86 - 90-Day Plan.pdf

Attribute No. 86 - 90-Day Plan

No. 95 - Meteors Top 10 Public Agency Customer List.pdf

Attribute No. 95 - Meteors Top 10 Public Agency Customer List

No. 97-99 - Projected Sales Volume.pdf

Attribute No. 97-99 - Projected Sales Volume

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.

Meteor Education is committed to providing all products and services listed within the Scope of Work. Which includes Systems Furniture, Freestanding Furniture, Seating/Chairs, Soft Seating, Filing Systems, Storage and Equipment, Technology and Esports Support Furniture, Library Furniture, Health and Science Furniture, Cafeteria Furniture, Learning Spaces Furniture, Audio/Visual Furniture, Art Instructional Furniture, Educational Office Furniture, Career/Technical Education Furniture, Music/Auditorium/Theater/Performing Arts, Wall and Ceiling Solutions, Privacy Pods, Phone, Sound Isolation Rooms and Furniture Booths, Safety and Security Furniture, Interior Solutions, Related and Ancillary Products, Accessories and Solutions, Services and Support Solutions.

7 Furniture Offerings

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

Meteor Education provides a comprehensive range of offerings, including new products, parts, accessories, and service and repair solutions. Please refer to the attached matrices for detailed information, which outline 'Product Pricing by Supplier,' 'Freight Pricing by Supplier,' 'Install Terms by Supplier,' and 'Additional Services.'

8 Minimum Quantities

Describe any minimums quantities.

There are no minimum quantity requirements; however, orders under \$25,000 list (per manufacturer) will have quoted freight and installation.

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.

Meteor Education possesses the capability to fulfill custom or special orders. However, those orders will be quoted based on the specific requirements of the special or custom order at that time.

10 Describe ordering methods, tracking, and reporting.

Please see 'Ordering Methods, Tracking, and Reporting' document which has been uploaded via the Response Attachments tab.

11 Shipping Costs

Describe any shipping charges.

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

Please see attached 'Freight Pricing by Supplier' for all shipping charges. Definitions: A. Dock Delivery - Truck will bring product to order destination. The customer is responsible for unloading the truck. The driver will not assist in unloading. B. Inside Delivery - Truck will bring product to order destination. Meteor will arrange personnel to unload products from truck and move into building. All products will be placed in one location near building entrance. C. Deliver and Install - Truck will bring product to order destination. Meteor will arrange personnel to unload products from truck, move products to desired location within building, unpackage, assemble, and remove all product packaging and trash from site. Upon request Meteor will conduct final walkthrough with customer to ensure satisfaction.

12 Warranty Pricing

Provide pricing for warranties on all products and services.

Standard manufacturer warranties, along with Meteor's one-year parts and labor warranty, are provided at no additional cost, unless otherwise specified in the manufacturer's warranty terms. For detailed warranty information, please refer to the 'Warranty' document uploaded via the Response Attachments tab.

13 Describe any return or restocking fees.

Returned goods will exclusively be accepted with a valid Return Authorization number (RA) issued by the Company. Accepted returns may incur a restocking fee and handling fee (which varies by manufacturer), in addition to any associated freight costs. Please note that special order or custom-made products are non-returnable.

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 volume discounting is available. Please see the provided 'Product Pricing by Supplier' for additional details.
1 5	Verification of Contract Pricing Describe how customers verify they are receiving Contract pricing. Once awarded, contract details will be added into Meteors proprietary ERP system. This will ensure accuracy and compliance with contract pricing terms and track necessary information for required reporting. Formal quote will be provided from Meteor to customer for all orders. Every quote notes the contract number/title, manufacturer, model number, list price, discount, and net price. Manufacturer price lists and contract pricing matrix will be available for auditing via Region 4 ESC/OMNIA website or through Meteor.
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. Meteor Education accepts ACH, check, purchasing (P-Card) and credit card payments. If using purchasing card, a 3% fee may be assessed to order. Payment terms are 30 days from the date we perform services, unless otherwise specified.
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. List prices are dictated by the manufacturer and often are revised annually. Discount structure is expected to remain the same for the life of the contract. Discount will always be applied to current price list and Dropbox folder will house current manufacturer price list.
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? Future product introductions will be priced in line with original offerings and be at the same discount structure as original line, if applicable. All required documents will be submitted for approval prior to selling the furniture product off contract.
1 9	Are repurpose or end of life programs offered? If so, explain the process. Meteor Education is capable of providing furniture recycling and repurposing programs. Please refer to 'Furniture Recycling with Meteor and IRN' and 'Reimagined School Environment and Experience Solutions' documents which has been uploaded via the Response Attachments tab.
2 0	Are product loaner programs available? If so, explain the requirements. Product loaner programs can be evaluated and discussed on an individual basis, tailored to specific needs and circumstances.
2 1	Describe experience with Prevailing Wage and Bacon-Davis. As a national supplier, we frequently engage in projects that necessitate compliance with both Prevailing Wage and Bacon-Davis regulations. In light of this, we possess comprehensive expertise and resources to furnish all requisite documentation, to ensure compliance with applicable requirements. Moreover, we collaborate with third-party installers who are well-versed and capable of fulfilling wage reporting obligations as necessary.

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. Meteor represents many suppliers with quick ship programs. Since we have such a large range of product offerings, we can usually find a product to meet the needs of our client in a quick time frame. We have strong relationships with our suppliers and when possible, they are always willing to work with us to meet tight deadlines. Our vendors with quick ship programs can typically get products shipped in just a few days. Meteor's local Learning Environment Specialist and Project Manager will work with the client to get the order processed as quickly as possible to ensure expedited delivery. Our national affiliations with freight companies allows us to react quickly as well.
2 9	What is Offeror's average Fill Rate? 98%

30

What is Offeror's average on time delivery rate?

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

>95%. Meteor continually exceeds expectations. Our Strategic Sourcing team ensures we have the correct supplier assortment to meet our customers' needs. They evaluate performance and capacity of each supplier and ensure we have the necessary resources available in each supplier category. In addition, Meteor employs three full-time, in-house logistics managers who are experts in scheduling our shipments and ensure our freight services exceed our customers' expectations. Meteor Project Manager will communicate delivery timelines with the customer.

31

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

Meteor continually exceeds expectations. Our Strategic Sourcing team ensures we have the correct supplier assortment to meet our customers' needs. They evaluate performance and capacity of each supplier and ensure we have the necessary resources available in each supplier category. In addition, Meteor employs three full-time, in-house logistics managers who are experts in scheduling our shipments and ensure our freight services exceed our customers' expectations. Meteor Project Manager will communicate delivery timelines with the customer.

32

Describe Offeror's return and restocking policy.

Returned goods will exclusively be accepted with a valid Return Authorization number (RA) issued by the Company. Accepted returns may incur a restocking fee and handling fee (which varies by manufacturer), in addition to any associated freight costs. Please note that special order or custom-made products are non-returnable.

33

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

All customer issues are tracked through our 24/7 online project management platform. Therefore, each party can track the issue to resolution and no issue is left unattended. All issues are important to us and Meteor has a full-time, in-house Service Coordinator to ensure even the smallest issue can be corrected quickly.

34

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

Please see 'Customer Service/Problem Resolution Process' which has been uploaded via the Response Attachments tab.

35

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.

Please see 'Invoicing Process, Payment Terms and Methods' which has been uploaded via the Response Attachments tab.

36

Transition Plan

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

As a current Region 4 ESC/OMNIA contract holder, contract implementation should be seamless as we are very familiar with Region 4 ESC/OMNIA. We already have all the infrastructure in place to meet the requirements of the contract. OMNIA has been our preeminent contract for many years and majority of our clients are already utilizing the Region 4 ESC/OMNIA contract. We will continue to present it as our preferred contract going forward.

37

Describe the financial condition of Offeror.

We pride ourselves on our financial condition. As you can see in our yearly sales, Meteor continues to grow. We continue to thrive, which cannot be said by many of our competitors. Please see 'Financial Condition' document which is uploaded via the Response Attachments tab. This document contains additional financial information as well as references. Financial statements may be available upon request.

38	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. Meteor's Website: www.meteorededucation.com In addition to our main website, we also use our proprietary Meteor Online Project Management System. It is a one-of-a-kind, 24/7 online client interface. This technology enables total control, provides complete information, and allows for thorough collaboration for our clients throughout the entire project. For additional information, please see the 'Insights' document which has been uploaded via the Response Attachments tab.
39	Describe the Offeror's safety record. At Meteor, we pride ourselves on making safety a priority. We take all reasonable precautions for the safety of our employees and subcontractors on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Proper precautions will be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage. Additional information on our safety program or our worker's compensation report are available upon request. Please see 'OSHA 300A Reports for 2021-2023' which have been uploaded via the Response Attachments tab.
40	Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies? Please see 'Green or Environmental Initiatives and Policies' which is uploaded via the Response Attachments tab. Product certifications are available upon request.
41	Describe any social diversity initiatives. Please see 'Diversity Plan Information' which is uploaded via the Response Attachments tab.
42	Provide example(s) of general guidance on executing strategies for successful adoption of new policies, processes and procedures. Please see 'Strategies for Adoption of Policies, Processes and Procedures' which is uploaded via the Response Attachments tab.
43	Provide a brief history of the Offeror, including year it was established and corporate office location. Meteor Education, LLC. - Corporate Headquarters: 690 NE 23rd Avenue Gainesville, FL 32609. Please see 'Company History & Growth Timeline' which is uploaded via the Response Attachments tab.
44	Describe Offeror's reputation in the marketplace. Meteor is the leader in providing ProSocial Learning Environments and Experiences. Nationally recognized for our expertise and project-focused approach, we are industry thought leaders committed to creating engaging educational spaces that prepare students for life success. Our CEO, Bill Latham, exemplifies this leadership by co-authoring the books "Humanizing the Education Machine" and "Whole."
45	Describe Offeror's reputation of products and services in the marketplace. Please see 'Offeror's Reputation of Product and Services' which is uploaded via the Response Attachments tab.
46	Describe the experience and qualifications of key employees. Please see Meteor's team of 'Key Personnel' which is uploaded via the Response Attachment tab.

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?

Meteor Education, LLC is a dealer responding to this solicitation and therefore will not have additional authorized dealers listed. Our corporate office is located at 690 NE 23rd Ave, Gainesville FL 32609. 1. N/A 2. N/A

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

Meteor has focused on K-12 public school "turn-key" projects for over 37 years and has successfully completed countless school packages – [REDACTED] of school furnishings – during that time. By combining the technology and experience of Meteor with the relationships and service of our local studios, we believe that our firm offers the best overall value and services for government projects.

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

Meteor does not have past litigation, reorganization, state investigations of entity, current officers or directors to report.

5
0**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.

Please see 'Customer References' which is uploaded via the Response Attachments tab.

5
1**Value Add**

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

Please see 'Value Add' which has been uploaded via the Response attachments tab.

5
2**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.

5
3**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.

5
4**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.

5
5**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.	Please see 'Brief History and Description of Supplier Experience' which is uploaded within the Response Attachments tab.
58	Total number and location of salespersons employed by Supplier.	Meteor currently employs 45 full time in house Learning Environment Specialists (i.e. sales persons). Additionally, we have 5 Directors of Market Development (focus on developing new accounts and markets) and 14 Sales Leaders. We are continuing to grow, and with growth, we plan to add to our sales team. Please note that many of our team members travel throughout the nation to cover our clients' needs. For full listing of sales personnel, please see 'Sales Persons List' document which is uploaded via the Response Attachment tab.
59	Number and location of support centers (if applicable) and location of corporate office.	Meteor supports markets nationwide with 8 Local Studio teams. We also have the following physical office locations: Corporate Office: 690 NE 23rd Avenue, Gainesville, FL 32609 / Houston Office: 145 Magellan Circle, Suite B, Webster, TX 77598 / Premier Office: 1086 Mason Way, Shell Rock, IA 50670 / Blankenship Office: 980 Trinity Road, Raleigh NC 27607 / California Office: 1318 E. Shaw, Ste. 415, Fresno, CA 93710 / Arizona Office: 459 N Gilbert Rd, Suite A110, Gilbert, AZ 85234
60	Annual sales for the three previous fiscal years.	
61	Annual sales for the three previous fiscal years.	
62	Annual sales for the three previous fiscal years.	
63	Describe any green or environmental initiatives or policies.	Please see 'Green or Environmental Initiatives and Policies' which is uploaded via the Response Attachment tab.
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. Meteor partners with suppliers, freight carriers, and installation companies that hold HUB, MWBE and DVBE certifications. Please see 'Minority Certificates' which have been uploaded via the Response Attachments tab. We also work with third party reporting companies when providing DVBE "Good Faith Effort" compliance to ensure we advertise opportunities to DVBE firms in the local market. Meteor's Learning Environment Specialists can direct customers to our product offerings that have diversity certifications. Diversity offerings may not be available in all markets, but when available, there will be no change in pricing.
65	Minority Women Business Enterprise	☐ Yes ☒ No

6 6	If yes, list certifying agency: N/A
6 7	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ☐ Yes ☒ No
6 8	If yes, list certifying agency: N/A
6 9	Historically Underutilized Business (HUB) ☐ Yes ☒ No
7 0	If yes, list certifying agency: N/A
7 1	Historically Underutilized Business Zone Enterprise (HUBZone) ☐ Yes ☒ No
7 2	If yes, list certifying agency: N/A
7 3	Other recognized diversity certificate holder ☐ Yes ☒ No
7 4	If yes, list certifying agency: N/A
7 5	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. Meteor Education works with installation and freight subcontractors. While Meteor Education does not possess minority-owned certifications, we collaborate with suppliers, freight carriers, and installers who do. Examples of relevant certifications have been provided via the Response Attachments tab.
7 6	Describe how supplier differentiates itself from its competitors. Please see 'How Supplier Differentiates from Competitors' which is uploaded via the Response Attachments tab.
7 7	Litigation, Bankruptcy or reorganization Describe any present or past litigation, bankruptcy or reorganization involving supplier. None. Meteor does not have past/present litigation, bankruptcies or reorganization to report. We changed our name from Contrax Furnishings/Contrax Group to Meteor Education to have a name that incorporated all of our services. Meteor stands for Methods, Tools, Environments + Relationships. Tax ID # and leadership of company remained the same, so although there was a name change, there was no reorganization.

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 and individual(s) who has been convicted of a felony and provide the names and convictions.

☐ Yes☒ No7
9**Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

N/A

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.

Please see 'Distribution, Logistics' which is uploaded via the Response Attachment tab.

8
1**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.

Our sales and project management staff are dispersed across the country, which allows all projects to have a local team in place. We use our logistics partners to deliver shipments either to a local warehouse or directly to the project site. The local project manager will coordinate all deliveries and oversee the installation team. Distributing products and services nationwide is already part of our normal business. In addition, since we currently have an OMNIA contract, the transition to the new contract should be seamless. Orders to Hawaii, Alaska, U.S. Territories, or other outlying areas will require freight and install to be quoted.

8
2**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.

Once awarded, contract details will be added into Meteor's proprietary ERP system. This will ensure accuracy and compliance with contract pricing terms and track necessary information for required reporting. Formal quotes will be provided from Meteor to customer for all orders. Every quote notes the contract number/title, manufacturer, model number, list price, discount, and net price. Manufacturer price lists and contract pricing matrix will be available for auditing via Region 4 ESC/OMNIA website or through Meteor.

8
3**Logistics**

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

Meteor has [REDACTED], in-house employees and therefore has an abundance of self-performed capabilities. In addition, we have many well-established supplier partnerships. Meteor represents over 175 suppliers and partners with freight and install companies across the nation.

8
4**Logistics**

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

Meteor Education owns an 10,000 sq.ft. warehouse in Gainesville, Florida. As well as a warehouse in Shell Rock, IA which has 3,955 sq.ft. of space. Most of our manufacturers have storage space available and can hold products until the desired ship date. Typically, we deliver products directly from the manufacturer to project site. This creates efficiencies in freight and storage resources which is better for the planet and allows us to offer better pricing. In addition, we have partnerships with local installation firms with warehouse space that can be utilized, if 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.

Please see 'Marketing and Sales' which is uploaded via the Response Attachment tab.

8
6**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

Please see '90-Day Plan' which is uploaded via the Response Attachment tab.

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.

Our current Region 4 ESC/OMNIA contract is our preeminent contract! We have a proven track record transitioning existing Public Agency customers and new clients to this contract. In fact, the majority of our total contract sales are sold through this vehicle. Below is a listing of cooperative contracts we hold. If awarded, Meteor will continue to promote our Region 4 ESC/OMNIA contract as our preferred contract. • OMNIA (Region 4) • AEPA • MISBO • BuyBoard • TIPS • Region 5 • Region 7 • Equalis (Region 10) • Region 18

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 - Bill Latham, CEO; P: 800-699-7516; E: blatham@meteorededucation.com / Sandy Overstreet, Chief Executive Officer; P: 800-699-7516; E: soverstreet@meteorededucation.com / Caroline Smith, VP of Strategic Sourcing; P: 800-699-7516; E: csmith@meteorededucation.com. Marketing - Chelsea Adicks, Director of Brand and Communications; P: 800-699-7516; E: cadicks@meteorededucation.com. Sales - Patrick Horne, General Manager - West; P: 800-699-7516; E: phorne@meteorededucation.com / Chris Kelly, General Manager - East; P: 800-699-7516; E: ckelly@meteorededucation.com. Sales Support - Amy Medders, Director of Client Success; P: 800-699-7516; E: amedders@meteorededucation.com. Financial Reporting - Cameron Gibbs, Purchasing Coordinator; P: 800-699-7516; E: cgibbs@meteorededucation.com. Accounts Payable – Beth Barnett, Director of Billing and Collections; P: 800-699-7516; E: bbarnett@meteorededucation.com.

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.

Our Learning Environment Specialists (sales team) are organized into 8 local Studios. Each Studio is overseen by a Managing Director and contain personnel with the following functions: Learning Environment Specialist (sales), Learning Experience Coordinators (educators), Interior Designers, Project Coordinators (includes quoting and project intake), and Project Managers. Each studio reports to the General Manager. In addition, we also have Directors of Market Development. This sales team is responsible for establishing connections and fostering relationships with clients across the country. Their focus is primarily on developing new accounts and markets. They operate within the Growth team, rather than a traditional studio setting. Lastly, we have Support Services personnel that support all studios with personnel in the following functions: Professional Development & Experience, Finance, Purchasing, Strategic Sourcing, Strategic Bid & Contracts, Logistics, Service, System Support, IT, Marketing, Training/Best Practice Leaders, Executives, etc. Below are the contacts for the executives in charge of the sales team: • Patrick Horne - Executive General Manager – West, P: 800-699-7516; E: phorne@meteorededucation.com • Chris Kelly - Executive General Manager – East, P: 800-699-7516; E: ckelly@meteorededucation.com

9
3

Implementation

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

Meteor will work with OMNIA partners to develop training materials to emphasize key features along with ongoing collaboration with OMNIA's public sector on how to implement ideas for improvement to the national program. At a minimum, all sales team will go through webinar training sessions to gain the necessary knowledge to make growth a reality for all parties. In addition, we will ensure our sales team is introduced to OMNIA's local support staff to ensure they have access to that local resource.

9
4**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.

As a current holder of a Region 4 ESC/OMNIA contract, we are fully prepared with the necessary resources to meet the requirements of the contract. Most of the requirements of this contract are our standard business practices and we are confident we can manage the national program successfully as we've done in the past. Meteor will manage the overall national program throughout the term of the Master Agreement by:

- We will execute the detailed plans outlined earlier in this proposal to ensure successful execution of the contract.
- Continuation of monthly calls with OMNIA to discuss contract compliance and strategies. Meteor Strategic Sourcing leadership will attend calls.
- Coordination between OMNIA and Meteor marketing teams to ensure marketing efforts are ongoing. Meteor marketing team will implement the marketing plan outlined in this proposal.
- Coordination between OMNIA regional representatives and Meteor's sales team. We will ensure all Meteor team members know who to contact at OMNIA to get support on their local projects.
- Continual training – Meteor staff regularly attend team meetings and trainings. We will use these opportunities to reinforce contract knowledge.
- Our purchasing team will continue to provide reporting on all contract sales in the specified manner.
- Account set-up for new customers is part of our everyday business and can happen immediately upon request.
- Meteor's Director of Strategic Sourcing, Caroline Smith, and Strategic Bid Manager, Lanie Hart, are knowledgeable on all contract requirements and are available for any contract administration needs. Caroline has worked with Meteor (formerly Contrax) and the OMNIA/National IPA/TCPN brand for over 14 years.

9
5**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.

████████████████████ Please see response in section 3.1 Part D of Exhibit A for annual sales volumes. Additionally, please see 'Meteors Top 10 Public Agency Customer List' which is uploaded via the Response Attachment tab.

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.

Meteor Online Project Management System. It is a one-of-a-kind, 24/7 online client interface. This technology enables total control, provides complete information, and allows for thorough collaboration for our clients throughout the entire project. Below is an overview of the system's capabilities:

- Transparency and Control – online, 24/7 access to quotes, orders and drawings for all current and past projects.
- o Quotes / Equipment Lists o Layouts o Inventory Counts o Communications o Shipping Information o Account details o Project Calendar
- Project Management from start to finish - control everything pertaining to your account on one easy-to-read, 24/7 accessible website, protected by an individual username and password
- Asset Management – keep track of your inventory and asset location with detailed room lists of FF&E per space. Submit and check on service requests.
- Team Roles and Access – allow team members to have specific visibility into just the vital information they need for their role
- Allows better communications in planning and design through collaborative tools and online conferencing
- District administrators and other managers have access to an administrative dashboard that views multiple projects at one time
- Saves you valuable time and resources

Limitations: While we currently offer an impressive 24/7 online project management system, at Meteor we never stop innovating. With internal software developers on staff, we have complete control of our system's evolution, which will remain constant as every day we find ways to better serve our customers and the system's capabilities should follow suit.

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

98

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

99

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

100

Attribute deleted as part of an Addendum

101

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.

102

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

103

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

104

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.

105

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.

108

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.

109

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.

111

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.

112

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.

1
1
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

1
1
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.

1
1
5

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.

1
1
6

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.

1
1
7

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.

1
1
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.

1
1
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.

1
2
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.

1
2
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.

1
2
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.

1
2
3

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.

☒ I certify compliance with this attribute.

1
2
4

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.

1
2
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.

1
2
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.

1
2
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.

1
3
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.

1
3
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.

1
3
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.

1
3
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.

1
3
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.

1
3
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.

1
3
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.

1
3
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 attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned 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 (Region 4 ESC's Use)
III. Instructions to Offerors; RFP Pg. 10, #18	Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.	Depending on sample needed, we may not be able to meet the 7 day deliver requirement. Project team will communicate lead time on all requested samples.	
IV. Evaluation Process and Criteria; RFP Pg. 12, #2a	ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic 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)	We represent over 175 suppliers and many only have a PDF price list (showing list price) available and will not be able to show extended net pricing. In addition, depending on options available, additional volume/tiered discounting, and freight zones, there could be numerous (20+) net prices for each line item. However, we have provided all information necessary to determine net pricing within our proposal and will provide formal quotes to customers upon request.	
Appendix A-Draft Contract, Pg. 4; #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.	Depending on the required products, we may encounter challenges in meeting the 7-day delivery requirement. Our project team will diligently communicate the lead time for all requested products. We do partner with some manufacturers that offer quick-ship product options however, the typical lead time for products not readily available in stock ranges from 3 to 12 weeks, contingent upon the manufacturer and product line.	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (Region 4 ESC's Use)
Appendix A-Draft Contract, Pg. 4; #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.	We will furnish updated price lists promptly as they are received from our vendors. As per our obligation to accept revised pricing from the vendor, any increases will be conveyed to the customer. It is imperative that these approvals are expedited. As long as approvals are granted promptly, we adhere strictly to this policy. For your convenience, we have provided a Dropbox link containing all price lists, which will be consistently updated with the latest information.	
Exhibit A-Response National Cooperative Contract; Pg. 5; section 3.1 D.	a. Submit FEIN and Dunn & Bradstreet report.	In our proposal, we've provided our FEIN and Dunn & Bradstreet numbers, but Meteor Education does not purchase reports from Dunn & Bradstreet as this is not a requirement to do business in our industry. Therefore, we do not have a Dunn & Bradstreet report to submit with our proposal.	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (Region 4 ESC's Use)
Exhibit F-Federal Certifications; P. 9	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.	First, we are unsure if our products qualify under this requirement since it states it as a requirement for “construction material.” We do not consider our product construction material. Some of the products included in this proposal have parts that are manufactured internationally. Many of the manufacturers we represent have American-made products.	



FEIN and Dunn & Bradstreet Report

FEIN

FEIN #: 26-3476027

Dunn & Bradstreet Report

D&B #: 967285672

Meteor Education does not purchase reports from Dunn & Bradstreet as this is not a requirement to do business in our industry.



Ordering Methods, Tracking, & Reporting

Describe ordering methods, tracking, and reporting

Meteor Education utilizes a proprietary ERP (Enterprise Resource Planning) system, expertly managed by our in-house team of developers and data processors. This advanced platform acts as the central repository for all product and contract data, facilitating streamlined quoting, ordering, tracking, and reporting processes.

Our System Support team ensures that product details are continually updated by promptly incorporating new information from our supplier partners and entering contract pricing terms immediately upon contract award. When the quoting team prepares a quote, they select the desired product and contract from our database of vetted options. The ERP system then seamlessly calculates the contracted price, eliminating guesswork and minimizing the potential for human errors, thereby ensuring pricing accuracy.

Once a quote is approved by the customer, a purchase order can be emailed to orders@meteoreducation.com or mailed to 690 NE 23rd Avenue, Gainesville, FL, 32609. Meteor Education requires receipt of an authorized written purchase order before processing an order. At this point, the quote is converted into an open project in our system and vendor purchase orders are processed. Local Project Manager will track all aspects of the project and communicate with the end user any pertinent updates.

After installation and final walkthrough with the customer is completed, Meteor Education will send an invoice to the customer. Preferred payment methods are ACH/EFT or check, with quotes including a built-in cash discount. Opting to pay by credit card will forfeit the cash discount, which is currently 2%, unless otherwise specified and subject to change. Any order over \$5,000 for a prepay vendor requires prepayment from the customer. A list of prepay vendors is available upon request.

With our entire pricing database maintained digitally, we can effortlessly generate any required reports with a simple click. With decades of experience as a national supplier of K-12 furniture products, we are well-versed in selling off contracts, particularly since the majority of our clients are public-school districts. Our procurement department is highly knowledgeable about the reporting requirements associated with this contract and can readily meet the specified reporting and fee payment obligations outlined in this solicitation.



Furniture Recycling with Meteor + IRN

Meteor Education has partnered with The Institution Recycling Network (IRN) since 2012 to facilitate the recycling and repurposing of unwanted furniture from schools across the nation. Rather than disposing of items like furniture, electronics, office equipment, and other surplus materials, institutions can donate them to a school in need.

The network helps institutions find suitable recipients for their surplus items, ensuring they are reused or recycled in an environmentally responsible manner. This approach promotes resource conservation and reduces waste generation, benefiting both the environment and participating institutions.

Your unwanted furniture can continue to help educate children who otherwise would not have access to a desk or a chair. In addition, your school could secure additional LEED points. All this for about the same cost as hauling and dumping to a land fill.

As a turnkey service, IRN, in conjunction with Meteor Education, handles planning, arranges labor, finds matches/recipients, moves your surplus, and provides detailed tracking and reporting for projects.

Visit YouTube at: <http://www.youtube.com/watch?zx42J08nfPI> for a video that features Meteor Education (then known as Contrax Furnishings), IRN, and Food for the Poor. This video shows the donation of furniture to a needy school in Jamaica.





Reimagined School Environment and Experiences Solution

Create a better educational experience and accelerate student engagement with modern, collaborative learning environments.

Imagine an environment where design meets purpose – **welcome to Meteor Education's complete solution to modernize your learning settings.**

Discover a comprehensive approach to creating modern learning spaces that elevates the educational experience for both students and teachers. We provide a complete service of cost-effective solutions which includes:

-  **Long-Term Planning**
-  **Expert Design**
-  **Installation**
-  **Ongoing Support and Services**

Throughout the process, collaboration with stakeholders ensures strategic alignment, while incorporating teacher input to address specific needs. Following the implementation, we provide teacher orientation for the new space, guiding them through its features and demonstrating how to incorporate furniture into teaching methods and learning environments, while also providing ways to measure its impact on the learning experience.





Customer Service/Problem Resolution Process

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

Meteor Education, LLC., Corporate headquarters' hours of operation are Monday – Friday from 8:00 a.m. – 5:00 p.m. EST. With employees and studios in Eastern, Central, Mountain and Pacific times zones, our local teams' standard business hours are Monday – Friday from 8:00 a.m. – 5:00 p.m. in their local time zone.

Below is a summary timeline of how we deal with service and warranty needs. If at any time an issue/problem needs to be escalated, a manager or executive will step in to make things right for our customer.

- Client or client's representative reports an issue that requires service or replacement through Meteor's Online Project Management System or directly to their preferred Meteor representative (LES, PM, or NSM)
- Additional information may be requested from the client to generate a Service Request (SR)
- Once the SR is generated, it's automatically added to Meteor's Online Project Management System portal and sent to the manufacturer for processing. This will be visible to the client via their version of Meteor's Online Project Management System
- The Service Department will negotiate the delivery and terms of a replacement piece, part or complete unit based on the extent and severity of the damage. If a damaged product needs to be returned, the Service Department will make arrangements for pick-up of damaged item.
- New products will be delivered to the site and Meteor will provide installation services, if required. Or if product can be repaired, Meteor Project Manager will schedule a convenient time for the designated representative to complete the required service at the site where the damaged piece is present.
- The client will sign a Customer Service Request to acknowledge the completion of the agreed upon work and said document will be used to close the service request in Meteor's Online Project Management System

Meteor provides superior service to our customers. Our objective is to supply our customers with high quality products built to stand the test of time within their budget. In addition to high quality products, our standard of excellence includes a thorough sales and project management processes, professional installation and full warranty service. Following these processes help up prevent many problems before they start.

We only partner with the finest manufacturing, trucking, and installation companies. Our thorough processes are filled with checks and balances to ensure the highest quality is achieved during the manufacturing, delivery, installation and punch list resolution. Some of our procedures that ensure quality are summarized below.

- Initial Client Interviews – This helps us to determine client's needs and wants which allows us to better serve the client.
- Reviews of Layouts, Specifications and Color Selections – Reviewing product selections puts entire project team on the same page and eliminates miscommunication. Final approval must be received from customer prior to moving forward.
- All drawing and revisions are kept up-to-date on our Online Project Management System
- Review of Quote – Meteor and customer team members will review each line item for accuracy prior to ordering. In addition, Meteor will confirm each line item with manufacturer prior to final shipment.
- Purchase Order Verification – Any missing information or discrepancies found are verified in writing with the client for clarity. Formal quote will be provided, and final approval must be received from customer prior to moving forward.
- Purchase Order & Budget Tracking – Budget can be tracked 24/7 through Meteor's web-access portal by all parties on project team.
- Weekly Communication & Project Meetings – This ensures that any potential issues are caught and the proper revisions to the plans are made. Project managers will oversee delivery and installation of your project from start to finish. They will use Meteor's Online Project Management System, as well as phone, email and in-person communication to ensure customer has the most up-to-date information.
- Site Visits & Field Measurements – Site visits allows for familiarity with jobsite and field measurements ensure that desired furniture will fit within room.
- Delivery & Installation Lists – The lists we utilize allow for the orderly receipt and delivery of all items to their specific locations with the greatest efficiency. These lists are reviewed by project management throughout the delivery and installation to ensure adequate progress and identify any issues that may arise during the distribution process.
- Final Project Walkthrough/Delivery Acceptance – Meteor personnel will walk rooms with client to ensure all products were delivered and installed as desired.
- Service after Delivery/Punch List – Meteor utilizes a comprehensive system for follow-up and response once the initial installation is completed through Meteor's Online Project Management System. All punch-list items are tracked by work order to their completion.



Invoicing Process, Payment Terms & Methods

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 – All goods and services quoted by Meteor Education and purchased by the buyer will be ordered and tracked by Meteor. Upon delivery to buyer, itemized work orders are issued for the buyer to approve and sign. Once the buyer approves, the goods and services are invoiced. Meteor typically invoices within a week of project completion. The signed work order is attached to the invoice as proof of delivery and receipt. Meteor can invoice in any format that is acceptable to the client, including providing invoices that are structured identically to the quote.

Payment Terms – Payment terms are net 30 days, unless otherwise specified. Customer will be invoiced upon delivery of services. Customer will be charged 18% annual interest, or \$50 per month, whichever is greater, on the balance of any late payment. Any change to an order must be in a written change order.

Taxes – Customer's current sales tax exemption certificate must be on file at the time the order is placed, or we must, by law, charge appropriate sales tax. Please note sales tax is not included in any of the proposed pricing. Upon customer request, sales tax will be billed as a separate line item at the local rate.

Returned Goods – Returned goods will only be accepted under a Return Authorization number (RA) issued by the Company. Accepted Returns may be subject to re-stocking and handling fees and any additional freight costs. Special order or custom-made products may not be returned.

Acceptable Methods of Payments & Associated Fees – Meteor accepts ACH, check, purchasing (P-Card) and credit card payments. If using purchasing cards, up to a 3.0% fee may be assessed to order.

Bonding – All fees for performance and payment bonds will be paid by customer. Meteor's anticipated bonding fee is 2% of project cost. Rate is subject to change, so please confirm bonding rate at time of order placement.

Financial Stability



Meteor Education takes pride in our financial strength. Since our national expansion in 2008 we've been on a growth trajectory. This growth has led us to great opportunities including more resources to refine our processes and the opportunity to work with private equity partners. In addition, we also have strong relationships with our banking and bonding firms. We've included letters from those institutions which further emphasize our financial strength. Additional information regarding our financial strength is available upon request.

At Meteor Education, we have journeyed together from the origins of our company in 1967, to the beginning of Contrax Furnishings, to an era of significant growth and impact under the brand of Meteor Education. All along the way we have seen more Meteorites join with the shared goal of impacting the lives of more students positively. We have chosen to be a part of changing the learning experiences by delivering on High Impact Learning Environments, Accelerated Engagement, and ProSocial Learning Experiences through our values of Going the Extra Mile, Innovation, Co-Creative Voice, always Learning as an organization, and traveling in One Boat as a team. Going to market through our local studio presence, supported by a strong backbone of support services, we have been able to adapt our local strategy and support our customers specifically and with deepening connection.

At the end of 2022, we established our new partnership with Bain Capital Double Impact (BCDI) to drive Meteor's influence and impact to the next level. The fulfilment of our Meteor Manifesto requires a very broad group of stakeholders working together to deliver on our mission. This certainly includes investment in both our core business as well as new vectors of opportunity to make an impact as education continues to change.

About Bain Capital Double Impact

Bain Capital Double Impact (BCDI) is focused on investing in mission-minded companies that impact communities and the environment positively and provides Meteor additional opportunities to expound upon our great work to reach more students.

BCDI comes to Meteor with vast investment experience as part of a larger network of the funds of Bain Capital, a global leader and one of the most respected brands in private equity. Their approach to building mission-driven, high-performance companies is a perfect complement to the Meteor culture. Their goals align directly with our emphasis on being profitable while delivering on ProSocial Learning Environments and Experiences.

BCDI focuses on three investment areas, Health and Wellness, Education and Workforce Development, and Sustainability. Their experience and success in each of these areas offers Meteor new resources plus a strong collaborative partnership in our future growth in the education market.



Wells Fargo Bank, N.A.
Balance Confirmation Services
D1127-023
PO Box 563974
Charlotte, NC 28256
Ph: (540) 563-7323
Fax: (844) 879-0544

January 30, 2023

Item ID #: 1897289

BCDI METEOR ACQUISITION LLC

trobertson@meteorededucation.com
csebzda@meteorededucation.com

Subject: Wells Fargo Bank, N.A. ("Wells Fargo") customer information you requested

Dear BCDI METEOR ACQUISITION LLC:

As you requested, we are providing the information we have on file for **BCDI METEOR ACQUISITION LLC**, a customer of Wells Fargo since **December 2022**.

- This customer maintained commercial deposit balances averaging in the **HIGH 6** figures for the previous six months based on the information provided.

Please note this information is given in good faith, without legal liability, and is limited to the accounts described above. In addition, this information may not reflect our entire relationship with the Customer, may change without notice, and is subject to the Important Disclosures located at the end of this letter.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Brian Sweeney". The signature is written in a cursive, flowing style.

Brian Sweeney
Operations Processor
Balance Confirmation Services

Important disclosures

- For requestors other than the Customer, you represent to the Bank (“we”, “us”) that you are authorized by the Customer to request and receive this information, or you have otherwise received this letter directly from the Customer.
- We do not represent or warrant that the information provided is complete or accurate, and any errors or omissions in the information shall not be a basis for a claim against us.
- With respect to any credit facility (e.g. loan, line of credit) information provided above, we are not obligated to reserve any amount of credit for any transaction between you or any other person and the Customer. Any obligation we may have to extend credit to the Customer is subject to all terms and conditions of the Customer’s credit facility documents, as modified, extended, renewed and/or restated.
- For requestors other than the Customer, we are not required to update you if any credit facility or deposit account relationship is, or is in the process of being, modified, terminated, or cancelled.
- This letter does not constitute a guarantee or other credit support of any nature, nor do we accept any duty, responsibility, liability or obligation that may arise from providing this letter, including any reliance upon the information or for any loss or damage that may result.



North FL Middle Market Banking
Wells Fargo Center
1 Independent Drive, 25th Floor
Z3094-250
Jacksonville, FL 32202

February 15, 2023

To Whom It May Concern:

This letter confirms that the client indicated below, has a commercial checking account with Wells Fargo Bank, NA. The information verifies account name, account number and routing numbers.

**Account Name: BCDI Meteor Acquisition, LLC
Meteor Education LLC**

Account #: 4124811787

ACH RTI #: 121000248

Wire RTI #: 121000248

SWIFT# WFBI

The branch address for this account is as follows:

Wells Fargo Bank, N.A.
Z3094-250
One Independent Drive, 25th Floor
Jacksonville, Florida 322

If you require further information, please feel free to contact me at 904-351-7178

Patrick Luis Foster
Relationship Associate
Customer Care for Business Service Office

Wells Fargo Bank | 1 Independent Drive, Suite2500 | Jacksonville , FL. 32202
MAC Z3094-250 |Tel: 904-351-7178
patrick.luis.foster@wellsfargo.com

Together we'll go far





**Wells Fargo Capital
Finance**

150 East 42nd St., 40th Fl.
New York, NY 10017

Date of Reference	1/16/2024
To	
Company	
E-mail or Fax#	
Credit Reference On Borrower	BCDI Meteor Acquisition, LLC

Original Contract Date	12/29/2022
Contract Expiration Date	12/29/2027
Revolving Line of Credit Maximum	\$32,000,000.00
Loan Balance a/o Date of Reference Above	\$0.00

At the request of the customer named above ("Borrower"), Wells Fargo Bank, National Association ("Wells Fargo") is pleased to inform you that as of the date hereof, Borrower and Wells Fargo are parties to loan documents pursuant to which Wells Fargo provides to Borrower a revolving line of credit in the maximum amount noted above. The availability of advances under this credit facility is subject to all of the terms and conditions of the loan documents related thereto, including borrowing base limitations.

Nothing herein is intended to evidence any agreement by Wells Fargo to make any loan to the Borrower for your benefit or to reserve for your benefit any amount under the revolving line of credit or any other credit facility at any time provided to the Borrower. Wells Fargo does not undertake any duty to update the information set forth herein, or to otherwise provide any information to you. Wells Fargo does not accept or assume any responsibility, liability or obligation for any reliance being placed on information contained in this letter.

Sincerely:

Wells Fargo Bank, National Association
Joseph Mullen
Relationship Manager



May 17, 2024

To: OMNIA Partners

RE: Surety Qualifications of Meteor Education, LLC

To Whom it May Concern:

McGriff is fortunate to serve as the surety broker for Meteor Education LLC, who is one of our most valued clients. United States Fire Insurance Company, Meteor's surety, is rated A (Excellent) / XV by A.M. Best Company and listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Without question, we recommend this company to you and believe you will quickly see the high degree of professionalism and expertise they offer. Meteor Education, LLC is financially sound and able to bond single contracts up to \$5,000,000 / \$15,000,000 aggregate capacity.

Should Meteor Education be awarded a contract, it is our intention to issue any necessary final bonds if requested by our client. Naturally, any arrangements for any bonds are a matter between Meteor Education LLC and United States Fire Insurance Company and would be subject to their mutually acceptable review of the final contract terms and conditions, bond forms, and financing. McGriff, United States Fire Insurance Company, and Meteor Education LLC assume no liability to third parties or to you if for any reason United States Fire Insurance Company does not execute such bonds.

If we can provide you with further information concerning this fine contractor, please do not hesitate to give us a call.

Sincerely,

United States Fire Insurance Company

Julie McElligott
Attorney-in-Fact

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Adam B. Pfanmiller, Camille Moye Edwards, Christopher A. Lydick, David Liggett, Heather Segrist, Holden Keen, Joseph P. Zoller, Julia C. McElligott, Kenneth J. Peeples, Margo G. Roberts, Megan S. Bartman, Michael McCreadie, Ronda Bush, Bobbi D. Pendleton, Chelsea Craney, Turner A. Estep, Phillip Knowler, Katherine Pearce

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17th day of May, 2024

UNITED STATES FIRE INSURANCE COMPANY



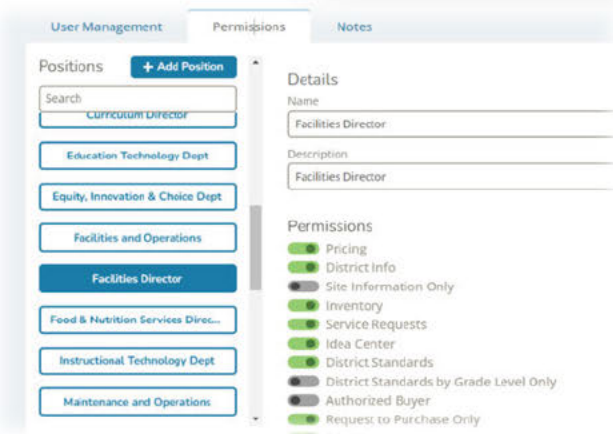
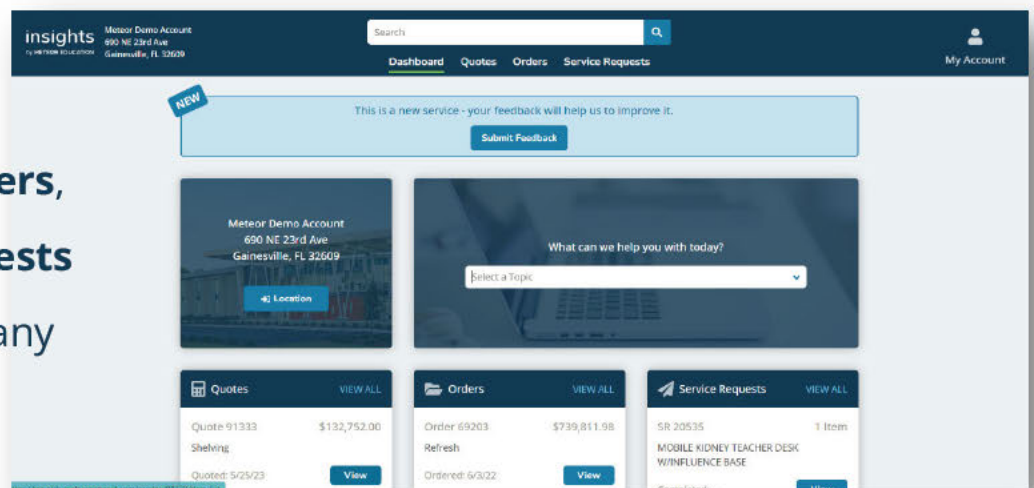
Michael C. Fay, Senior Vice President

Insights

Total Project Management

Insights total project management puts you in the driver's seat!

View **Quotes, Orders,**
and **Service Requests**
in one location at any
time of day.



Collaborate with your entire
team with as much or little
visibility as each user needs
with **permission customization.**

Manage users in **User Management**.

Want to invite a list of users?

Import them in a few simple steps
or add them one at a time.

User Management

User Management

Permissions

Notes

+ Import Users

+ Invite Users

Filters

Clear

Position

Filter by position

Email

Filter by email

Site

Filter by site

Show Only Inactive

Mass Actions

Idea Center

Idea Center

Select a Grade Level

Select an Environment

Kindergarten Classroom

Elementary School Cafeteria & Dining Commons

Elementary School Classrooms 1st and 2nd Grade

Elementary School Classrooms 3rd through 5th Grade

Elementary School Media Center & Learning Commons

Elementary School STEM

Not a designer? Insights can help! Check out the **Idea Center** – get design and product ideas while learning about Meteor's **Pro-Social Environments!**

School - Media Center & Learning Commons

School - Media Center & Learning Commons



About This Room

This learner-centered media-commons serves as the interaction hub of the school. Abuzz with continual activity, students explore and discover, collaborate on problems and innovations, meet with experts in person and virtually, and share their creations within the school and with authentic audiences in the field. The informal and formal spaces blur, humanizing and stimulating learning and socializing throughout the variety of cozy zones.

[Get More Information](#)

[illegible]Open [Clear Filters](#)

PQ Received On: 6/7/22
Ordered: 6/7/22
Estimated Install: 2/14/23

Item List
Files
Design

Quote #82168 / New Middle School

Quote PDF
Items by Room
Items by Manufacturer

Building: MAIN
Total: \$724,179.43

Room: D123 - ADMIN CONFERENCE
Total: \$9,890.03

Room: D116 - ADMIN LOUNGE
Total: \$11,974.99

+ SUPPORT BASE H-STYLE COUNTER HEIGHT, PLAT METALLIC
Qty: 4

+ MID BACK 2 SEAT LOUNGE, ARMLESS
Qty: 1

+ MID-BACK, THREE-SEAT LOUNGE, ARMLESS
Qty: 2

- PLASTIC STACKER CHAIR - ARMLESS (SET OF 4)
Qty: 1



SKU: N45AP-P06-P06-462-STD
Description:
* Cinch Series
* 23-3/4"D x 21-1/4"W x 31"H
* Plastic seat & back
* Package of (4) chairs
Options:
*SeatColor: P06 - Pebble (qty 1 each) (srp \$.00) *BackColor: P06 - Pebble (qty 1 each) (srp \$.00) *FrameColor: 462 - 462 - Cinder (qty 1 each) (srp \$.00)
*Glides: STD - STD - Standard (qty 1 each) (srp \$.00)

Totals by room and manufacturer will help you keep an eye on your budget.

School
My Elementary School

My Fulfillment Date
2/28/23

Meteor Order #
69205

Your PO #
qq77474

Order Description
Poe ES Refresh
Total: \$742,501.11

Open

PO Received On: 6/3/22
Ordered: 6/3/22
Estimated Install: 1/3/23 - 1/4/23

Great News! Your Project is Expected to Complete on Target.



- My Order
- My Design
- My Files
- Contact Us



Your project's Designs at your fingertips and stored for your reference.

Filters [Clear](#)

School: J Lyndal Hughes Elementary School

Room: Type to search

PO: Search for PO

Search

Image	PO #	Order #	Room #	Room Name	Item Description	SKU	Qty	Create
	16020561	36007	01	--	SUTDY CARR...	AREA/PART ...	4	
	16020561	36007	01	--	ACTIVITY T...	01143	1	
	17000638	36147	01	--	INFINITY S...	72-SF5M	1	
	17000638	36147	01	--	INFINITY S...	72-SFAM	5	
	18016701	40195	1	Music	4 DRAWER V...	26-401	13	

Submit and manage **Service Requests** on your schedule!

Or give site level access to manage service by site.

Want to **standardize a selection of products** for future orders? Your Learning Environment Specialist and Designer will collaborate with you to select the products and finishes and display them for your Insights users to choose from in **District Standards**.

Idea Center

District Standards | Idea Center

Middle School | Select an Environment

Teacher Planning | Teacher Lounge | Counselor's Conference | Professional Library | Wellness Room | ISS

Teachers Lounge
District Standards / Teachers Lounge

FINISHES

METEOR EDUCATION

Learn more about our **Inventory Management** pilot! Track your inventory's location or export your inventory data to import into your own asset management solution. Contact us for details!

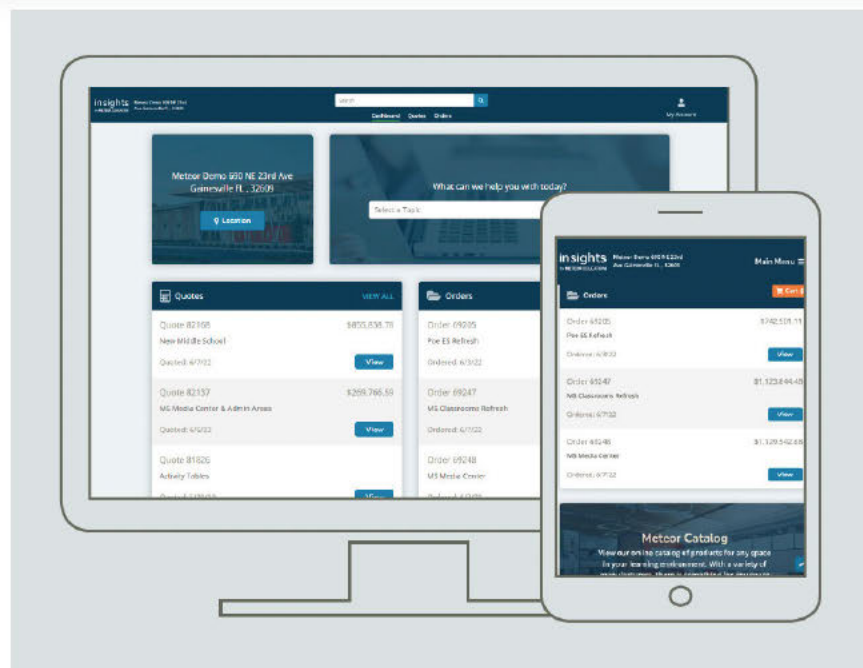
Inventory Management

[+ Add Room](#) [Edit Room](#) [Export](#)

Filters [Clear](#)

School: Carl E Schluter Elementary School Room: Type to search Search

Room #	Room Name	Item Description	SKU	Qty	Mfgr	Move	Delete
000	Book Boxes	STEEL BOOK...	17015	522	Smith Syst...		
000	Book Boxes	STEEL BOOK...	17190	406	Smith Syst...		
000	Book Boxes	KNEE DRAWE...	17342	47	Smith Syst...		
000	Book Boxes	4" DU...	17554	47	Smith Syst...		
000	Library	DESCENDING...	MCD-22DBT	1	Mediatechn...		
000	Library	PIVOTING M...	21-SH-MAG	8	Mediatechn...		
01	--	STUDY CARR...	AREA/PART ...	2	Interior C...		
01	--	STUDY CARR...	AREA/PART ...	2	Interior C...		



OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year _____

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)	(1) Injury	(4) Poisoning	(2) Skin Disorder	(5) Hearing Loss	(3) Respiratory Condition	(6) All Other Illnesses
		1	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Meteor Education, LLC
 Street 690 NE 23rd Ave
 City Gainesville State Florida Zip 32609
 Industry description (e.g., Manufacture of motor truck trailers)
Educational Support Services
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
6 1 1 7 1 0

Employment Information

Annual average number of employees 281
 Total hours worked by all employees last year 284602

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Sara Corona 
 Company executive

People & Total Rewards Analyst
 Title

352-810-1749
 Phone

8/7/2024
 Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year _____



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0175

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of ...	(M)	(N)	(O)
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Meteor Education
 Street 890 NE 23rd Ave
 City Gainesville State FL Zip 32609
 Industry description (e.g., Manufacture of motor truck trailers)
School Furniture Merchant Wholesalers
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
4 2 2 3 2 1 0

Employment information

Annual average number of employees _____
 Total hours worked by all employees last year _____

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Sara Corona _____
 Company executive

People & Total Rewards Analyst

352-810-1749 _____
 Phone

8/7/2024 _____
 Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
5	73
(K)	(L)

Injury and Illness Types

Total number of...	(M)	(N)	(O)
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2022



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0178

Establishment information

Your establishment name Meteor Education
 Street 690 NE 23rd Ave
 City Gainesville State Florida Zip 32609
 Industry description (e.g., Manufacture of motor truck trailers)
Developer and Distributor of Learning Environments
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

7	2	3	2	1	0
4	2	3	2	1	0
5	4	1	4	1	0
6	1	1	7	1	0

School Furniture Merchant Wholesalers
 Interior Design Services
 Educational Support Services

Employment information

Annual average number of employees 250
 Total hours worked by all employees last year 520,000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Sara Corona

Company executive

People & Total Rewards Analyst

Title

352-810-1749

Phone

6/7/2024

Date



Green/Environmental Initiatives and Policies

Describe any green or environmental initiatives or policies.

Meteor Education, a leading national supplier of educational furniture, understands the growing demand of school districts to adopt eco-friendly practices. We are dedicated to providing top-quality items from manufacturers who prioritize the environment, all while adhering to your budgetary constraints. With a wide network of over 175 suppliers, we offer an extensive range of products that comply with various environmentally friendly standards and requirements.

Our team of Learning Environment Specialists is highly trained and capable of delivering solutions to help you achieve your green building goals. The following manufacturer certifications enable our customers to earn credits for materials used under well-known green building rating systems and programs such as USGBC LEED, WELL Building, Living Building Challenge, CHPS, BREEAM, Green Globes, IgCC, ASHRAE 189.1, NAHB National Green Building Standard, Green Star, Estidama Pearl Rating System, and others. Furthermore, Meteor Education employs LEED Accredited Professionals who are available to assist with any of your green building needs.

Meteor is committed to partnering with manufacturers that prioritize environmental protection. Our strategic vendors actively pursue programs that promote green manufacturing practices. Some examples of these programs include:

- Utilizing environmentally friendly and recycled materials in the production of products (e.g., incorporating post-consumer recycled steel)
- Obtaining green product certifications (e.g., Forest Stewardship Council certification for wood)
- Implementing additional programs that demonstrate a strong commitment to environmental protection (e.g., sourcing materials locally)

We have provided descriptions of a few of the standards and certifications our manufacturers meet below. Upon final product selection, specific product certificates can be provided upon request.



Forest Stewardship Council – FSC certification is a voluntary, market-based tool that supports responsible forest management worldwide. FSC certified forest products are verified from the forest of origin through the supply chain. The FSC label ensures that the forest products used are from responsibly harvested and verified sources. The FSC's purpose is to coordinate the development of forest management standards throughout the different biogeographic regions of the U.S., to provide public information about certification and FSC, and to work with certification organizations to promote FSC certification in the U.S. FSC-US has a national presence through the work of its Board of Directors, members, staff, and regional standards coordinators.

Website: http://www.fscus.org/about_us/



GREENGUARD - GREENGUARD Certification is part of UL Environment, a business unit of UL (Underwriters Laboratories). GREENGUARD Certification helps manufacturers create--and helps buyers identify--interior products and materials that have low chemical emissions, improving the quality of the air in which the products are used. UL Environment acquired GREENGUARD in 2011, further advancing its mission of promoting global sustainability, environmental health, and safety.

Website: <https://www.ul.com/services/ul-greenguard-certification>



MAS Certified Green - MAS Certified Green is a registered trademark to delineate low VOC emitting products in the marketplace so that purchasers and specifiers of those products know that they can earn credits in sustainability programs like LEED and California CHP program. MAS provides both static and dynamic emissions testing services to determine the type and concentrations of chemical compounds potentially off-gassed from finished products and raw materials into the indoor environment.

Website: <https://mascertifiedgreen.com/>



Green Label Plus – Green Label Plus is an example of CRI's (The Carpet and Rug Institute) leadership in the best practices of environmental responsibility. Look for the CRI Green Label Plus logo as proof that the product has been tested and certified by an independent laboratory and has met stringent criteria for low emissions. The Carpet and Rug Institute's Green Label Plus (GLP) program is recognized by the U.S. Environmental Protection Agency's (EPA's) Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing. This recognition places the GLP program as a top-tier program for certification.

Website: <https://carpet-rug.org/testing/green-label-plus/>



Cradle to Cradle – Cradle to Cradle Certification is a multi-attribute eco-label that assesses a product's safety to humans and the environment and design for future life cycles. The program provides guidelines to help businesses implement the Cradle to Cradle framework, which focuses on using safe materials that can be disassembled and recycled as technical nutrients or composted as biological nutrients. MBDC's certification program takes a comprehensive approach to evaluating the design of a product and the practices employed in manufacturing the product. The materials and manufacturing practices of each product are assessed in five categories: Material Health, Material Reutilization, Renewable Energy Use, Water Stewardship, and Social Responsibility.

Website: <https://c2ccertified.org/>



EPP Downstream Program - CPA's EPP Downstream Program is an easy way for consumers to identify environmentally responsible products. Products carrying the EPP Downstream logo were manufactured by a company that has demonstrated their environmental commitment by purchasing at least 50% CPA EPP certified composite wood products.

Website: <https://www.compositepanel.org/>



Eco-Certified Composite (ECC) - The Eco-Certified Composite (ECC) sustainability standard is a voluntary industry certification developed and administered by the Composite Panel Association (CPA) for manufacturers of composite wood or agrifiber-based panels, including particleboard, medium density fiberboard (MDF), hardboard, engineered wood siding, and engineered wood trim. ECC Certification is available to individual manufacturing plants and is based on life cycle inventory and other verifiable environmentally responsible practices. The certification process includes an on-site evaluation and subsequent yearly audits. CPA's proprietary Carbon Calculator, developed by a third-party expert, is used to assess the life cycle and carbon footprint of composite panels made at a particular manufacturing plant.

Website: <https://www.compositepanel.org/sustainability/ecc/>



ISO Certification - ISO 14001 is the benchmark international standard for the implementation and operation of an environmental management system. Certification requires a commitment to continuously improve practices that protect the environment. To meet that responsibility specific environmental objectives and targets need to be set, as well as a program to reach those goals and a system that evaluates both the process management and results.

Website: <http://www.iso.org/iso/home.html>



Green-e - Green-e is the nation's leading independent certification and verification program for renewable energy and greenhouse gas emission reductions in the retail market. It has two certification and one verification programs: Green-e Climate is a voluntary certification program launched in 2008 that sets consumer-protection and environmental-integrity standards for greenhouse gas (GHG) emission reductions sold in the voluntary market. Green-e Energy is the nation's leading independent certification and verification program for renewable energy. Green-e Marketplace is a program that allows companies to display the logo when they have purchased a qualifying amount of renewable energy and passed our verification standards.

Website: <http://www.green-e.org/about.shtml>



LEVEL by BIFMA - The trusted furniture sustainability certification program created to provide a comprehensive and transparent means to confidently source responsibly manufactured products. 3rd party certification process for evaluating environmentally preferable and socially responsible furniture that contributes to sustainable building ratings. The program offers three performance tiers: LEVEL 1, 2, and 3.

Website: <https://www.bifma.org/page/level>



SCS Global Services Indoor Air Quality Certification – SCS Global Services Indoor Air Quality Certification is a recognized and trusted program that assesses and verifies the indoor air quality standards of buildings and products. It ensures that the air inside a given space meets rigorous criteria for pollutants, toxins, and contaminants, promoting a healthy and safe environment for occupants. Through comprehensive testing, monitoring, and compliance with established guidelines, the certification demonstrates a commitment to maintaining high indoor air quality standards, benefiting the well-being and comfort of individuals in various settings, such as offices, schools, and residences.

Website: <https://www.scsglobalservices.com/services/indoor-air-quality-certification>



Intertek's Clean Air Certification – Intertek's Clean Air program independently tests and certifies products to regulated sustainability initiatives including, but not limited to, BIFMA e3, California CDPH, LEED, and WELL. Accepted by USGBC for LEED v4 EQ Credit Low-Emitting Materials, our Clean Air certification program, (formally ETL Environmental VOC certification) utilizes our expert team of chemists and globally recognized ISO 17025 accredited labs to test your products for VOC emission compliance. Intertek's proprietary program provides two classes of certification, along with the use of the Intertek Clean Air label for product packaging and client marketing.

Website: <https://www.intertek.com/certification/indoor-air-quality/>



Diversity Program

Diversity and Inclusiveness Plan and Information

At Meteor Education, we are dedicated to promoting diversity and inclusivity across all aspects of our business, from customer service to our procurement and supply chain activities. Although we do not manufacture products ourselves, we work closely with a diverse network of manufacturers, installers, and freight carriers. Some of our partners hold certifications as minority and women-owned business enterprises (MWBE), reflecting our commitment to inclusivity. We do not discriminate against any business in our supply chain and actively promote and support partnerships with minority-owned businesses, particularly when a customer is seeking to meet certain diversity thresholds. This approach ensures that our procurement processes contribute to a diverse and inclusive business ecosystem.

We maintain an executive strategic scorecard for monthly C-level reviews of retention metrics. Our C-level team also conducts an annual ESG (environment, social, governance) survey and tracks diversity metrics at leadership levels and during hiring, setting improvement goals accordingly. Our DEI committee reviews our handbook to ensure equal opportunity policies are up-to-date. We include a statement in all job postings reaffirming our commitment to diversity, equity, and inclusion. Additionally, we conduct anonymous employee surveys on gender identity, race/ethnicity, disability status, and other demographic factors to monitor workforce diversity and engagement. We also perform a pay equity analysis by gender and race/ethnicity to develop and implement equal compensation improvement plans.

Meteor Education's commitment to diversity and inclusiveness extends to our customer service. We believe that a diverse workforce brings a variety of perspectives and skills that enhance our ability to serve our customers effectively. Our inclusive workplace culture ensures that all employees, regardless of their background, are empowered to contribute their best. This inclusive environment fosters respectful communication and cooperation, which directly translates into superior customer service. By embracing and encouraging diversity within our team, we can better understand and meet the diverse needs of our clients, thereby enhancing the overall customer experience.

Meteor Education achieves diversity and inclusiveness in our supply and procurement activities through several key initiatives:

- (1) Partnerships with Certified Diverse Suppliers: We prioritize building relationships with suppliers who have obtained certifications as Women or Minority Business Enterprises (WMBE), Small Business Entities (SBE), disabled veteran-owned businesses, etc. This not only supports these businesses but also enriches our supply chain with diverse perspectives and solutions. Examples of these partnerships are highlighted through our uploaded partner certificates.
- (2) Equal Opportunity Policies: Our procurement processes are governed by strict equal opportunity policies. We ensure that all suppliers, regardless of their background, have fair and equal access to business opportunities with us. We do not discriminate based on race, gender, ethnicity, or other characteristics.
- (3) Diversity and Inclusion Training: All Meteor Education employees are required to complete annual diversity awareness training. This training enhances their understanding and commitment to diversity, equity, and inclusion, ensuring that these values are reflected in our interactions with suppliers and partners.
- (4) Budget Allocation: Meteor Education does have a DEI policy, committee, and budget in place. While these are currently focused on internal efforts, they may be expanded to our supply and procurement activities in the future.

In summary, Meteor Education's approach diversity and inclusiveness is multifaceted, involving strategic partnerships, robust equal opportunity policies, comprehensive internal training programs, and ongoing support for minority and women-owned businesses. These efforts collectively contribute to a diverse, equitable, and inclusive business environment.



Strategies for Policies, Processes & Procedures

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

Successfully adopting new policies, processes, and procedures requires a comprehensive approach that includes clear communication, continuous training, and consistent reinforcement. As an innovative company and industry leader, we regularly implement new and improved measures. Below are some examples of how this is successfully achieved:

1. Clear Communication

- **Company-Wide Announcements:** Top management communicates with all Meteorites regarding the announcement of new processes. These announcements highlight the importance and benefits of the new policies and can be disseminated through company-wide emails or Zoom meetings, which we typically hold once or twice a month.
- **Internal Newsletters:** At Meteor Education, we send out internal newsletters every Monday and Thursday to ensure all pertinent information is communicated properly. This channel provides ongoing updates and reminders about the new policies.
- **Feedback Channels:** Meteor Education frequently conducts internal surveys and breakout discussions to identify existing pain points and opportunities for improvement. This data often leads to process improvements.

2. Training and Development

- **Initial Training Programs:** Meteor Education provides comprehensive training sessions to introduce new policies when required. These sessions may be company-wide or specific to a team/department and can include Zoom or in-person training, online courses, and reading materials.
- **Resource Availability:** Training materials and resources are readily available. At Meteor Education, we house policies, procedures, training materials, and other resources in SharePoint so all team members have easy access.

3. Regular Updates and Reinforcement

- **Team Meetings:** Each Meteor team, whether by studio (regional project team) or shared service (e.g., Finance, Logistics), holds team meetings, typically weekly, to ensure all team members are on the same page for the upcoming week of activities. New policies or procedures can be reinforced at this time.
- **Functional Area Meetings:** We have a team of Professional Development & Experience (PDX) leaders comprising multiple experts from Interior Design, Project Coordination, and Project Management roles. PDX focuses on supporting studios through onboarding, coaching, process improvement, standardization, and technology enhancements. This team has regular meetings with their functional areas to ensure all team members are up to date on the latest information for their particular job function.
- **Performance Monitoring:** Depending on the policy, Meteor may monitor the implementation of new policies and provide feedback. This can involve regular check-ins, implementation reviews, and the use of metrics to track adherence and effectiveness.

4. Collaboration with Stakeholders

- **Involvement of Leadership:** Senior leaders and managers are actively involved in the adoption process. Their support and example are crucial for encouraging company-wide acceptance.
- **Engagement with External Consultants:** We work with outside consultants to refine and improve the adoption process. Meteor Education, backed by our private equity partners, Bain Capital Double Impact, continuously collaborates with external consultants to enhance our business plan and ensure the formalization of our policies, processes, and procedures.

By implementing these strategies, Meteor Education enhances the likelihood of successful adoption of new policies, processes, and procedures, leading to improved efficiency and overall business performance.



History & Growth Timeline

History & Growth Timeline

With a parent company established in 1967, Meteor Education is a Limited Liability Company with headquarters in Gainesville, Florida.

- 1967 – JR Office Furniture and Equipment Co. was established by Gary Junior as a reseller of used office furniture from offices in New York, NY. Within a few years, the company was also selling new office furniture.
- Early 1980s – JR Office Furniture expanded its product lines to include office supplies and also opened multiple locations.
- 1987 – Florida changed its state government and agency purchasing rules from a bid system to a more open buying system by use of “piggybacking” on existing contracts. This was an important development to the original formation of Contrax Furnishings (JR Office Furniture d.b.a. Contrax Furnishings), as the new business unit began selling to educational institutions, primarily in casework and some loose furnishings.
- By 1992 – JR Office refocused almost exclusively on contract selling through Contrax Furnishings division. The first full turnkey project was completed in 1993. Since then, we have continually grown.
- 2001 – Contrax Furnishings Inc. established.
- 2008 – Contrax Group, LLC established as a subsidiary of Contrax Furnishings, Inc. and began to offer products and services in over 25 states.
- 2010 – Contrax Furnishings, Inc. converted to Contrax Furnishings, LLC.
- 2016 – Contrax Group, LLC rebranded to Meteor Education, LLC to have a name that better encompassed all our service offerings. Tax ID and ownership remained the same.
- 2021 – Meteor Education, LLC acquired Premier F+E, a regional dealership covering Iowa, Minnesota, Wisconsin, North Dakota, and South Dakota.
- 2022 - Meteor Education, LLC acquired Worthington Contract Furniture, a Texas dealership based in Austin. Meteor Education, LLC acquired Blankenship Associates, Inc., a North Carolina dealership based in Raleigh.



Offeror's Reputation of Products and Services

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

Meteor Education is highly experienced in planning, designing, supplying, and installing turn-key fixtures, furniture, and equipment for schools across the nation. We have focused on providing school districts with these services for over 30 years and have successfully completed over 800 school packages per year to date – totaling over \$1.25 billion of school furnishings – during that time. Nearly all our clientele are K-12 public school districts, and we are therefore highly skilled in working on design/build projects in the realm.

We use a design studio approach to positively affect the methods of teaching and learning, the use of tools in classrooms, and the interactions between students and teachers within learning environments. Meteor is one of the largest providers of learning spaces, including furnishings and design services, in the United States, with a focus on integrating best practices for teaching and learning to drive inquiry-based instruction, effective use of modern classrooms, and increased student achievement.

Meteor Education is a leading educational services partner working with education providers to help them create High-impact Learning Environments and High-impact Learning Experiences throughout the U.S. As one of the largest providers of learning spaces, including furnishings, educational interior design and professional development services, Meteor's local studio approach focuses on bringing transformational learning to the surrounding communities, their students, and teachers.

Local Presence. Meteor has local representation throughout the nation. Having a strong local presence allows us to serve the client at a moment's notice. Your local Meteor team and local installers are experienced at delivering successful turnkey projects to our clients. Local references and further details on our regional team are provided in this proposal.

Organizational Size and Strength. These qualities are seen in our focus in the educational market. Meteor operates nationally, in addition, our team consists of over 300 in-house, full time professional sales associates, educators, interior designers, project coordinators, project managers, installation

professionals, logistics coordinators, and various other functions. This ensures that the smallest project details are accurately managed throughout your project. In the past few years, many firms have struggled with the economic climate, but Meteor Education has grown. In addition to our organic growth, we've also acquired two furniture dealerships in the last year that further demonstrate our organizational and financial strength.

Meteor's Online Project Management System. It is a one-of-a-kind, 24/7 online client interface. This technology enables total control, provides complete information, and allows for thorough collaboration for our clients throughout the entire project.



Meteor's Key Personnel

Key Personnel

The following are Meteor's Key personnel for this contract. In addition to the executive personnel listed below, Meteor has 309 full-time employees ranging from learning environment specialists, in-house bidding, quoting, logistics, installation technicians, designers, educational/professional development consultants and customer service personnel.

Bill Latham – CEO and Certified Education Facility Planner



Bill is a passionate industry thought leader and education advocate with over 21 years of experience in creating High Impact Learning Environments. He joined Meteor in 2001 and was part of the leadership team that transformed the company's mission to give every community the opportunity to have world-class learning environments. He is an ardent proponent of broad-based reform in the pedagogy and focus of education in its preparation of the next generation of works. Since 2001, Meteor has grown a national footprint by transforming educational environments and creating innovative processes of program management.

Bill is a certified Education Facility Planner. This is the Association for Learning Environments' (formerly "CEFPI") most comprehensive professional program in the educational facility industry. It is therefore the top industry standard for all professionals engaged in planning, designing, operating, maintaining, and equipping learning environments at all levels of education.

Bill is co-author of the book Humanizing the Education Machine. It tells a great story of what twenty-first century learning looks like and how to bring that dynamic into your school district.

Sandy Overstreet - Chief Experience Officer



As the Chief Experience Officer (CXO), Sandy has led many of our cross-functional teams in planning, resource allocation and the delivery of high equity learning environments. Her goal is to ensure high customer satisfaction.

Sandy's career at Meteor Education started as a Project Manager in November of 2009 and has afforded her the opportunity to grow with the company through progressive roles as a Project Manager, Director of Operations, Vice President of Operations and Executive General Manager. This organic path and development have allowed Sandy to have first-hand working knowledge of the organization from A to Z and has given her the perspective and foresight necessary to excel in all her previous roles.

She has her bachelor's degree in organizational leadership as well as PHR certifications from SHRM and CAPM from the Project Management Institute.

When Sandy is not serving our Meteor teammates, she enjoys being active with CrossFit workouts and spending time with her 3 boys.

Cindy Wessel - Executive VP, Client Program Services



Cindy Wessel is a seasoned entrepreneur and business leader in the furniture industry with a career spanning over four decades. She began her journey in 1983 when she founded Interior Specialists, a company specializing in manufacturing call center furniture and retail exhibits. Through her innovative approach and leadership, Interior Specialists became a leader in the industry, known for their high-quality products and exceptional customer service.

In 2014, Cindy joined Meteor Education as a Learning Environment Specialist; 3+ years later moved into a Sales Best Practice Leader position due to an out of state move. She was responsible for designing and delivering training programs for the sales team, enabling them to become more effective and efficient in their roles. Cindy started Meteor's Sales Enablement department in 2019 which evolved to the Executive VP of Sales & Marketing.

In January 2024 Cindy was charged with one of the company strategic initiatives, Program Development. Revamping and revitalizing several valuable services for the K-12 market included a role change – Executive VP Client Program Services.

Throughout her career, Cindy has been committed to continuous learning and development. She holds a BBL Degree (Bachelor of Business Leadership) from Baker College of Muskegon. Cindy's entrepreneurial spirit, innovative mindset, and exceptional leadership skills have made her a respected figure in the furniture industry. She continues to inspire and mentor aspiring entrepreneurs and business leaders, helping them achieve their goals and succeed in their respective fields.

Nick DeCarlo – VP of Technology



Nick DeCarlo is the Vice President of Information Technology at Meteor, bringing over 22 years of industry experience. He earned a degree in Information Systems from Ohio State University in 2003.

As a key member of the Executive Team, Nick oversees IT strategy and operations, spearheading a multi-year digital transformation to enhance system stability and scalability. He ensures all IT initiatives align with the company's objectives.

Nick is married with two children and enjoys nature, hiking, kayaking, and mountain biking. He and his spouse renew their vows in Hilton Head every five years.

Deslyn Norris, Chief People Officer



Deslyn Norris leads the recruiting, development and retention efforts for Meteor Education, the leader in the design and delivery of collaborative, flexible learning environments that accelerate student engagement. As Chief People Officer for Meteor Education, she plays a key role in shaping the organization and creating a best-in-class human resources function. Put simply, Deslyn strives to make Meteor Education the place to work.

Prior to joining Meteor Education in 2023, Deslyn served as the Chief People Officer for Getaway; a hospitality startup. Deslyn has also served in roles as Chief People Officer for Fitness Connection, a health and wellness concept based in Dallas. As well as Vice President of Human Resources for Topgolf and was responsible for all talent efforts while Topgolf's company associate base grew from approximately 1,000 associates to more than 18,000.

She earned her Bachelor of Arts degree in Industrial/Organizational psychology from the University of South Florida and her Master of Business Administration from Kennesaw State University. Deslyn also is a Certified Facilitator for Development Dimensions International Learning Systems and has Emotional and Social Competency Inventory Accreditation from the Hay Group. In 2018, Deslyn received the Dallas Business Journal Minority Business Leader Award. In 2017, she received two awards; the Dallas HR Executive of the Year and the HRO Today CHRO Leader of Distinction (National Award).

When she's not working out at Orange Theory and volunteering as the Chair of the Healthy Lifestyles PTA Committee, Deslyn stays busy spending time with her husband and their son, who has his mama wrapped around his little finger!

Teri Robertson, Chief Financial Officer



Teri joined Meteor in February 2020 in her 5th CFO position, three of which were under Private Equity ownership and has completed successful company sale transactions and acquisitions. Teri has spent most of her career working for manufacturing and distribution companies and worked at Armstrong World Industries for 10 years and then Nokia for 10 years taking on new roles of increased responsibility every 1-3 years. She earned her MBA from Baylor University in 2004 and her undergraduate degree at Franklin & Marshall College in 1988. At Meteor

Teri is responsible for the financial reporting, planning and analysis, invoicing, cash and treasury functions and procurement.

My parents and sister all graduated from the same high school and my Mom worked in the high school main office. When my dad was killed by a drunk driver when I was 15, the teachers and staff became our extended family. They taught me to push myself past my expectations, learn from my mistakes and lend a hand to others whenever possible. I be where I am today with the love and support the staff and teachers at the high school gave to me and my family.

Meteor Education - Customer References				
Customer	Contact Information	Date	Project Scope	Annual Volume

[illegible]



History and Description of Supplier

Brief history and description of Supplier to include experience providing similar products and services.

Meteor Education is highly experienced in planning, designing, supplying, and installing turnkey furniture, fixtures, and equipment for schools across the nation. We have focused on providing school districts with these services for over 30 years and have provided over \$1.25 billion worth of furnishings and services in that time. Nearly all of our clientele are public school districts and we are therefore highly skilled in working on design/build projects in the realm.

We use a design studio approach to positively affect the methods of teaching and learning, the use of tools in classrooms, and the interactions between students and teachers within learning environments. Meteor Education is a leading educational services partner working with education providers to help them create High-impact Learning Environments and High-impact Learning Experiences. As one of the largest providers of learning spaces, including furnishings and interior design services, Meteor's focus is the integration of best practices for teaching and learning to drive inquiry-based instruction, effective use of modern classrooms, and increased student achievement.

As a current Region 4 ESC/OMNIA contract holder, our company is well versed in the contract requirements and capabilities. We have a proven track record transitioning existing Public Agency customers and new clients to this contract. In fact, a majority of our total contract sales are sold through this vehicle.

To learn more, please visit our website at: <http://meteoreducation.com> or our YouTube channel at: <https://www.youtube.com/channel/UCGSMHgQJxzHgbh-TAlbY1A/videos>.

History and Growth Timeline: Meteor Education is a Limited Liability Company with headquarters in Gainesville, Florida. The company is a full-service provider of High Impact Learning Environments and Experiences.

- 1967 – JR Office Furniture and Equipment Co. was established by Gary Junior as a reseller of used office furniture from offices in New York, NY. Within a few years, the company was also selling new office

furniture.

- Early 1980s – JR Office Furniture expanded its product lines to include office supplies and also opened multiple locations.
- 1987 – Florida changed its state government and agency purchasing rules from a bid system to a more open buying system by use of “piggybacking” on existing contracts. This was an important development to the original formation of Contrax Furnishings (JR Office Furniture d.b.a. Contrax Furnishings), as the new business unit began selling to educational institutions, primarily in casework and some loose furnishings.
- By 1992 – JR Office refocused almost exclusively on contract selling through Contrax Furnishings division. The first full turnkey project was completed in 1993. Since then, we have continually grown.
- 2001 – Contrax Furnishings Inc. established.
- 2008 – Contrax Group, LLC established as a subsidiary of Contrax Furnishings, Inc. and began to offer products and services in over 25 states.
- 2010 – Contrax Furnishings, Inc. converted to Contrax Furnishings, LLC.
- 2016 – Contrax Group, LLC rebranded to Meteor Education, LLC to have a name that better encompassed all our service offerings. Tax ID and ownership remained the same.
- 2021 – Meteor Education, LLC acquired Premier F+E, a regional dealership covering Iowa, Minnesota, Wisconsin, North Dakota, and South Dakota.
- 2022 - Meteor Education, LLC acquired Worthington Contract Furniture, a Texas dealership based in Austin. Meteor Education, LLC acquired Blankenship Associates, Inc., a North Carolina dealership based in Raleigh.

Attribute No. 58 - Sales Person's List

First Name	Last Name	Job Title	Studio
Emily	Alessandri	Director of Market Development	Growth - Various
Jessica	Allen	Learning Environment Specialist	Carolinas
Sue	Beach	Learning Environment Specialist	Heartland
Isela	Beardslee	Learning Environment Specialist	Texas
Kevin	Beck	Managing Director	California
Eric	Bletscher	Learning Environment Specialist	California
Heather	Bohannon	Learning Environment Specialist	California
Liz	Bolton	Learning Environment Specialist	Texas
Martha	Brocke	Learning Environment Specialist	PacNW
Phil	Buckley	VP of Growth	VP
John	Burman	Learning Environment Specialist	Heartland
Jayme	Caruso	Managing Director	PacNW
John	Choboy	Learning Environment Specialist	CarVA
Darin	Coleman	Learning Environment Specialist	Florida
Jack	Duvall	Learning Environment Specialist	Growth - Various
Bob	Farney	Learning Environment Specialist	California
Kevin	Foote	Learning Environment Specialist	Four Corners
Roxann	Gallagher	Learning Environment Specialist	Northeast
Dan	Gerdes	Learning Environment Specialist	4 Corners
Marty	Groginski	Learning Environment Specialist	Northeast
Hope	Gros	Learning Environment Specialist	California
Brody	Hedlund	Learning Environment Specialist	PacNW
Brandon	Hillman	Director of Market Development	Growth - Various
Rachel	Holtzclaw	Learning Environment Specialist	Carolinas
Patrick	Horne	Executive General Manager	EGM
Jordan	Huffstutler	Learning Environment Specialist	Texas
Emlyn	Jacoby	Managing Director	Heartland
Joshua	Jaekels	Learning Environment Specialist	Four Corners
Meghan	Jester	Learning Environment Specialist	Northeast
Brad	Jones	Learning Environment Specialist	Growth - Various
Brent	Jones	Learning Environment Specialist	Four Corners
Kelly	Junior	Learning Environment Specialist	Florida
Sara	Junior	Learning Environment Specialist	Texas
Chris	Kelly	Managing Director	Northeast
David	Kinley	Executive VP of Sales Development	EGM
Gina	La Bier	Director of Market Development	Growth - Various
Joe	Laura	Learning Environment Specialist	Northeast
Jennifer	Lewis	Learning Environment Specialist	Texas
Lisbeth	Linert	Director of Market Development	Growth - Various
Jordan	Lockhart	Managing Director	Texas
Courtney	MacDonald	Learning Environment Specialist	Heartland
Caroline	McCormac	Business Development Leader	CarVA
Caleb	McLelland	Learning Environment Specialist	Florida
Jennifer	Mellor	Learning Environment Specialist	California
Larry	Metsch	Managing Director	Florida

First Name	Last Name	Job Title	Studio
Matt	Mikolay	Learning Environment Specialist	Texas
Brett	Nadolinski	Learning Environment Specialist	Northeast
Veronica	Pohl	Learning Environment Specialist	Texas
Dana	Preble	Learning Environment Specialist	California
Chris	Reilly	Managing Director	Northeast
Amanda	Riccardi	Learning Environment Specialist	Northeast
Cole	Saxton	Learning Environment Specialist	PacNW
Tom	Simonitis	Managing Director	Four Corners
Traci	Smith	Managing Director	Carolinas/Blankenship
Lacey	Steward	Director of Market Development	Growth - Various
Taylor	Steward	Learning Environment Specialist	Florida
Selina	Thompson	Learning Environment Specialist	Texas
Amy	Tobergte	Learning Environment Specialist	CarVA
Joe	Trampenau	Learning Environment Specialist	California
Jamie	Ward	Learning Environment Associate	CarVA
Raymond	Washington	Learning Environment Specialist	California
Kirk	Worthington	Learning Environment Specialist	Texas
Cindy	Wessel	Executive VP of Client Programs	VP
Jason	Zalewski	Learning Environment Specialist	CarVA



Green/Environmental Initiatives and Policies

Describe any green or environmental initiatives or policies.

Meteor Education, a leading national supplier of educational furniture, understands the growing demand of school districts to adopt eco-friendly practices. We are dedicated to providing top-quality items from manufacturers who prioritize the environment, all while adhering to your budgetary constraints. With a wide network of over 175 suppliers, we offer an extensive range of products that comply with various environmentally friendly standards and requirements.

Our team of Learning Environment Specialists is highly trained and capable of delivering solutions to help you achieve your green building goals. The following manufacturer certifications enable our customers to earn credits for materials used under well-known green building rating systems and programs such as USGBC LEED, WELL Building, Living Building Challenge, CHPS, BREEAM, Green Globes, IgCC, ASHRAE 189.1, NAHB National Green Building Standard, Green Star, Estidama Pearl Rating System, and others. Furthermore, Meteor Education employs LEED Accredited Professionals who are available to assist with any of your green building needs.

Meteor is committed to partnering with manufacturers that prioritize environmental protection. Our strategic vendors actively pursue programs that promote green manufacturing practices. Some examples of these programs include:

- Utilizing environmentally friendly and recycled materials in the production of products (e.g., incorporating post-consumer recycled steel)
- Obtaining green product certifications (e.g., Forest Stewardship Council certification for wood)
- Implementing additional programs that demonstrate a strong commitment to environmental protection (e.g., sourcing materials locally)

We have provided descriptions of a few of the standards and certifications our manufacturers meet below. Upon final product selection, specific product certificates can be provided upon request.



Forest Stewardship Council – FSC certification is a voluntary, market-based tool that supports responsible forest management worldwide. FSC certified forest products are verified from the forest of origin through the supply chain. The FSC label ensures that the forest products used are from responsibly harvested and verified sources. The FSC's purpose is to coordinate the development of forest management standards throughout the different biogeographic regions of the U.S., to provide public information about certification and FSC, and to work with certification organizations to promote FSC certification in the U.S. FSC-US has a national presence through the work of its Board of Directors, members, staff, and regional standards coordinators.

Website: http://www.fscus.org/about_us/



GREENGUARD - GREENGUARD Certification is part of UL Environment, a business unit of UL (Underwriters Laboratories). GREENGUARD Certification helps manufacturers create--and helps buyers identify--interior products and materials that have low chemical emissions, improving the quality of the air in which the products are used. UL Environment acquired GREENGUARD in 2011, further advancing its mission of promoting global sustainability, environmental health, and safety.

Website: <https://www.ul.com/services/ul-greenguard-certification>



MAS Certified Green - MAS Certified Green is a registered trademark to delineate low VOC emitting products in the marketplace so that purchasers and specifiers of those products know that they can earn credits in sustainability programs like LEED and California CHP program. MAS provides both static and dynamic emissions testing services to determine the type and concentrations of chemical compounds potentially off-gassed from finished products and raw materials into the indoor environment.

Website: <https://mascertifiedgreen.com/>



Green Label Plus – Green Label Plus is an example of CRI's (The Carpet and Rug Institute) leadership in the best practices of environmental responsibility. Look for the CRI Green Label Plus logo as proof that the product has been tested and certified by an independent laboratory and has met stringent criteria for low emissions. The Carpet and Rug Institute's Green Label Plus (GLP) program is recognized by the U.S. Environmental Protection Agency's (EPA's) Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing. This recognition places the GLP program as a top-tier program for certification.

Website: <https://carpet-rug.org/testing/green-label-plus/>



Cradle to Cradle – Cradle to Cradle Certification is a multi-attribute eco-label that assesses a product's safety to humans and the environment and design for future life cycles. The program provides guidelines to help businesses implement the Cradle to Cradle framework, which focuses on using safe materials that can be disassembled and recycled as technical nutrients or composted as biological nutrients. MBDC's certification program takes a comprehensive approach to evaluating the design of a product and the practices employed in manufacturing the product. The materials and manufacturing practices of each product are assessed in five categories: Material Health, Material Reutilization, Renewable Energy Use, Water Stewardship, and Social Responsibility.

Website: <https://c2ccertified.org/>



EPP Downstream Program - CPA's EPP Downstream Program is an easy way for consumers to identify environmentally responsible products. Products carrying the EPP Downstream logo were manufactured by a company that has demonstrated their environmental commitment by purchasing at least 50% CPA EPP certified composite wood products.

Website: <https://www.compositepanel.org/>



Eco-Certified Composite (ECC) - The Eco-Certified Composite (ECC) sustainability standard is a voluntary industry certification developed and administered by the Composite Panel Association (CPA) for manufacturers of composite wood or agrifiber-based panels, including particleboard, medium density fiberboard (MDF), hardboard, engineered wood siding, and engineered wood trim. ECC Certification is available to individual manufacturing plants and is based on life cycle inventory and other verifiable environmentally responsible practices. The certification process includes an on-site evaluation and subsequent yearly audits. CPA's proprietary Carbon Calculator, developed by a third-party expert, is used to assess the life cycle and carbon footprint of composite panels made at a particular manufacturing plant.

Website: <https://www.compositepanel.org/sustainability/ecc/>



ISO Certification - ISO 14001 is the benchmark international standard for the implementation and operation of an environmental management system. Certification requires a commitment to continuously improve practices that protect the environment. To meet that responsibility specific environmental objectives and targets need to be set, as well as a program to reach those goals and a system that evaluates both the process management and results.

Website: <http://www.iso.org/iso/home.html>



Green-e - Green-e is the nation's leading independent certification and verification program for renewable energy and greenhouse gas emission reductions in the retail market. It has two certification and one verification programs: Green-e Climate is a voluntary certification program launched in 2008 that sets consumer-protection and environmental-integrity standards for greenhouse gas (GHG) emission reductions sold in the voluntary market. Green-e Energy is the nation's leading independent certification and verification program for renewable energy. Green-e Marketplace is a program that allows companies to display the logo when they have purchased a qualifying amount of renewable energy and passed our verification standards.

Website: <http://www.green-e.org/about.shtml>



LEVEL by BIFMA - The trusted furniture sustainability certification program created to provide a comprehensive and transparent means to confidently source responsibly manufactured products. 3rd party certification process for evaluating environmentally preferable and socially responsible furniture that contributes to sustainable building ratings. The program offers three performance tiers: LEVEL 1, 2, and 3.

Website: <https://www.bifma.org/page/level>



SCS Global Services Indoor Air Quality Certification – SCS Global Services Indoor Air Quality Certification is a recognized and trusted program that assesses and verifies the indoor air quality standards of buildings and products. It ensures that the air inside a given space meets rigorous criteria for pollutants, toxins, and contaminants, promoting a healthy and safe environment for occupants. Through comprehensive testing, monitoring, and compliance with established guidelines, the certification demonstrates a commitment to maintaining high indoor air quality standards, benefiting the well-being and comfort of individuals in various settings, such as offices, schools, and residences.

Website: <https://www.scsglobalservices.com/services/indoor-air-quality-certification>



Intertek's Clean Air Certification – Intertek's Clean Air program independently tests and certifies products to regulated sustainability initiatives including, but not limited to, BIFMA e3, California CDPH, LEED, and WELL. Accepted by USGBC for LEED v4 EQ Credit Low-Emitting Materials, our Clean Air certification program, (formally ETL Environmental VOC certification) utilizes our expert team of chemists and globally recognized ISO 17025 accredited labs to test your products for VOC emission compliance. Intertek's proprietary program provides two classes of certification, along with the use of the Intertek Clean Air label for product packaging and client marketing.

Website: <https://www.intertek.com/certification/indoor-air-quality/>



MINORITY CERTIFICATES

- [Environments Plus, Inc.](#) – Southern California Minority Supplier Development Council
- [G&L Installations, Inc.](#) – National Women’s Business Enterprise Certification
- [G&L Installations, Inc.](#) – Woman Owned Small Business (WOSB) Certification
- [Workplace Business Furniture, LLC DBA Texas Furniture Installation Services](#) – Texas Historically Underutilized Business (HUB) Certificate
- [Workplace Business Furniture, LLC DBA Texas Furniture Installation Services](#) – Minority Business Enterprise (MBE)
- [AmTab Manufacturing Corp.](#) – Chicago Minority Supplier Development Council
- [Joy Carpets & Co., Inc](#) – Certificate of Diverse Ownership

THIS CERTIFIES THAT

Environments Plus, Inc

dba EPI Corporate Solutions Inc



* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 238390; 238310; 541410; 541614; 484210; 493110; 238350

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

02/27/2024

Issued Date

SC43678

Certificate Number

04/01/2025

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire", is positioned above the name and title of the NMSDC CEO and President.

Ying McGuire
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "Virginia Gomez", is positioned above the name and title of the NMSDC President.

Virginia Gomez, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

G & L INSTALLATIONS, INC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: March 31, 2016

Expiration Date: March 31, 2025

WBENC National Certification Number: 2005128560



Authorized by April Day, President Women's
Business Enterprise Alliance

NAICS: 238390, 337212, 484210, 493110, 532420, 561740, 811420

UNSPSC: 56000000, 56110000, 56111500, 56111501, 56111502, 56111503, 56111504, 56111505, 56111507, 56111510, 56111512, 56111513, 56121300, 72153606, 72153613, 76111505, 78131603, 80161603





WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

G & L INSTALLATIONS, INC.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Rebecca Gage

NAICS: 238390, 337212, 484210, 493110, 532420, 561740, 811420
UNSPSC: 56000000, 56110000, 56111500, 56111501, 56111502, 56111503, 56111504, 56111505, 56111507, 56111510,
56111512, 56111513, 56121300, 72153606, 72153613, 76111505, 78131603, 80161603

Certification Number: WOSB230567

Renewal Date: March 31, 2025

WOSB Regulation Expiration Date: 03/31/2026



April Day, Women's Business Enterprise
Alliance President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Sr. Vice President, Certification

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1474063693200**
Approval Date: **December 27, 2023**
Scheduled Expiration Date: **October 31, 2026**

In accordance with the Memorandum of Agreement between the
CITY OF HOUSTON
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

WORKPLACE BUSINESS FURNITURE, LLC DBA Texas Furniture Installation Services

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **December 27, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into the City of Houston's program, you must immediately (within 30 days of such changes) notify the City of Houston's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the City of Houston's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mvcpa.coa.state.tx.us/tnasscmlsearch/index.jsp>) or by

For more information, call 1-800-462-5832 or visit <https://mvcpa.coa.state.tx.us/tnasscmlsearch/index.jsp>



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



WORKPLACE BUSINESS FURNITURE, LLC DBA Texas Furniture Installation Services

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 23-12-13619

NAICS 238390: OFFICE FURNITURE, MODULAR SYSTEM, INSTALLATION

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbecom/?TN=houston>.

THIS CERTIFIES THAT

AmTab Manufacturing Corporation



* Nationally certified by the: **CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 337127

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

11/07/2023

Issued Date

CH08955

Certificate Number

01/31/2025

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire", is positioned above the name and title of the NMSDC CEO and President.

Ying McGuire
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "Debra Jennings-Johnson", is positioned above the name and title of the NMSDC President / CEO.

Debra Jennings-Johnson President / CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



SG03225764066610

Certificate of Diverse Ownership

It is hereby certified that

Joy Carpets & Co., Inc.

Has been found to be a diverse owned enterprise for the following categories

Small Business

Women Owned

Certification No.:	SG03225764066610	Valid From:	16 March 2022
Primary NAICS:	314110	Valid Till:	15 March 2025
Applicability:	United States	Initial Certification:	2022

This certification was conducted in accordance with the SupplierGATEWAY diversity certification procedure and is subject to post-certification audits.



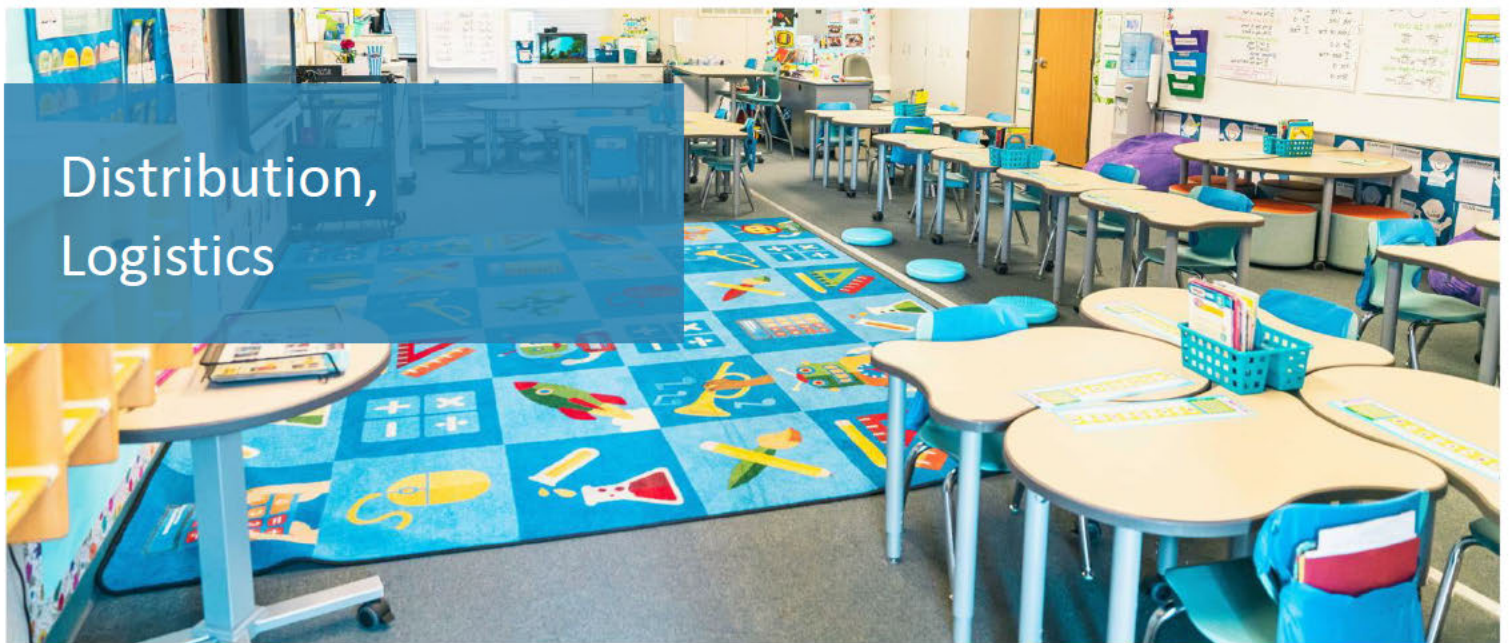


How Supplier Differentiates from Competitors

Describe how supplier differentiates itself from its competitors.

- **K-12 Turn-Key Solutions.** Over 98% of our business is done in the K-12 marketplace. Meteor specializes in helping schools to create high impact learning experiences.
- **The Meteor Online Project Management System.** It is a one-of-a-kind, 24/7 online client interface. This technology enables total control, provides complete information, and allows for thorough collaboration for our clients throughout the entire project. Additional details will be provided later in our proposal.
- **Innovative and Instructional Design.** Our entire process is design driven with our interior and instructional designers involved from start to finish. We have a team of full-time in-house designers ensuring we meet every design need. Once project goals are defined, we will work to develop a custom design to meet your unique needs. Meteor excels at developing flexible, functional environments and experiences. We bring cutting edge product design and combine the latest teaching methods into that design. Our project design includes the use of easy technology that enables the client to walkthrough the various spaces in 3D renderings – without the use of complicated software or training. These programs and more, are available through our Online Project Management System.
- **Organizational Size and Strength.** These qualities are seen in our focus in the educational market. Meteor Education operates nationally and has the capacity to supply products nationally and even in some international markets. In addition, our team consists of professional sales associates, full-time design teams, project managers, installation professionals, and logistics options. This ensures that the smallest project details are accurately managed throughout your project.
- **Product Offerings.** Meteor represents over 175 suppliers. The abundance of manufacturers we represent ensures we can provide competitive furnishings to meet any need.
- **Learning Organization.** As part of their professional development, Meteor personnel are encouraged to never stop learning. Many of our team members have professional certifications. This formal training, complemented with their experience, is another clear distinction between Meteor personnel and our competition.

- Professional Development Consulting. We have a full team of professional educational consultants to help ensure teachers and district personnel are trained so they can provide the best learning experience possible for their students.
- Service and Support. Our service after the sales is unparalleled in the industry.
 - The Meteor Project Management system allows clients to request service for any item in their facility, at any time (day or night), with the simple click of the mouse. All equipment lists and their locations are tagged and available online so clients can communicate any issues and submit requests for service. Our full-time service team ensures no lag time in the repair process.
 - Meteor warrants all products sold to the end user with a one-year parts and labor warranty (above any manufacturer's warranty). No such warranty exists from our competitors to cover labor associated with manufacturer defects. Additionally, after the one-year period is completed, Meteor will continue to act as a liaison between the client and manufacturer if any additional warranty issues arise throughout the warranty period for products.
 - One Year Walk-through Review. For large projects, Meteor will schedule an anniversary walkthrough after the first year in the facility. We will walk-through the site with the client to identify any issues and validate all warranty issues.



Distribution, Logistics

Describe the full line of products and services offered by supplier.

Meteor represents over 175 suppliers. The abundance of manufacturers we represent, ensures we can provide competitive furnishings to meet any need, as well as the following services:

- Needs Assessment
- Furniture Assessment
- Overall Budget Analysis
- Educational Training
- Professional Development
- Classroom Strategy & Lesson Plan Development
- Bid/Contract Documentation
- Online Project Management System
- Complete In-House Space Planning & Design Services
- Inventory Existing Assets
- Recycle or Repurpose Furniture
- Logistics Management
- Local Sales & Project Management Staff
- Professional Installation
- Full Warranty Service
- Warehousing
- Full-Time Customer Service Staff

Meteor Education is a full-service educational solutions provider focusing on turnkey school projects, ProSocial Learning Environments™, and Learning Services to accelerate student engagement and the future of education. From a single classroom to an entire district, our team's 30+ years of experience means peace of mind for your next school project. Our complement of services can help you at any stage of your educational transformation. Whether you need to furnish a single classroom or complete a district-wide modernization, Meteor Education's experts are here to help your vision become a reality. Meteor Education is on a mission to empower teachers and education leaders in creating ProSocial Learning Experiences™, so their students emerge compassionate, inspired, and future-ready. Our complement of services can help you.



Marketing and Sales

Marketing and Sales

Meteor currently holds a Region 4 ESC/OMNIA contract and it is already our preeminent contract. Our sales and quoting team are well versed in the applications and benefits of the current OMNIA contract, and our purchasing team is knowledgeable in the reporting requirements. We will develop training materials to emphasize key features of the new contract. At a minimum, all sales team and support staff personnel will go through 2 one-hour webinar training sessions to review pertinent contract details. They will also be given resources to ensure their success in selling off this contract. These resources will include internal support with the contract, contact information of OMNIA/Region 4 ESC representative, and contract marketing material.

External Plan:

- First Month After Award
 - Input contract details into our internal quoting system
 - Begin designing marketing material
 - Creation and distribution of a co-branded press release
 - Announce contract award on social media channels
 - Add contract detail and contact information on our company website
- Second Month After Award
 - Finalize and publish marketing materials
- Third Month After Award
 - Distribute marketing material through sales team
 - Sales Enablement department will do an e-mail blast and mail campaign to all existing clients
 - Ensure current clients are aware of the changes in the new contract

- Ongoing marketing and promotion throughout its term (case studies, collateral pieces, presentations, etc.)

Internal Plan:

- First Month After Award
 - Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - Input contract details into our internal quoting system
 - Create training materials to include:
 - Key features of contract
 - Information on the solicitation process
 - Details of the range of Public Agencies that can utilize the contract
- Second Month After Award
 - Educate executive sales and quote team members on all contract details
 - Finalize contract details in internal quoting system
 - Run test quote in internal quoting system
- Third Month After Award
 - Train sales and quote team members through webinars prior to contract start date
 - 90+ Days After Award
 - Continuing education on contract details
 - Evaluate contract sales and create action plan to increase sales if needed



90-Day Plan

90-Day Plan

First Month After Award

- Input contract details into our internal quoting system
- Begin designing marketing material which will include Region 4 ESC/OMNIA logo and the following highlights:
 - Master Agreement was competitively solicited by a Principal Procurement Agency
 - Best government pricing
 - No cost to participate
 - Non-exclusive contract
- Creation and distribution of a co-branded press release
- Announce contract award on social media channels
- Add contract detail and contact information on our company website

Second Month After Award

- Finalize and publish marketing materials
- Wrap up dedicated web-based home page design

Third Month After Award

- Distribute marketing material through sales team
- Sales Enablement department will do an e-mail blast and mail campaign to all existing clients and prospective clients
- Ensure current clients are aware of the changes in the new contract
- Provide Region 4 ESC/OMNIA information sessions/training for our customers
- Go live with dedicated web-based homepage with:
 - OMNIA Partners standard logo
 - Copy of original Request for Proposal
 - Copy of Master Agreement and amendments between Principal 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
- Participate in trade shows that include Region 4 ESC/OMNIA information in our booth
- Meteor attends and participates with OMNIA at national, regional and supplier-specific trade shows, conferences and meetings
- Ongoing marketing and promotion throughout its term (case studies, collateral pieces, presentations, etc.)

TOP 10 PUBLIC AGENCY CUSTOMER LIST

Customer	Key Contact	Total
Northwest Independent School District	Sarah Stewart, Executive Director of Planning P: 575-527-5850	\$ 17,049,565.97
Yuba City Unified School District	Doreen Osumi, Superintendent P: 530-822-7600	\$ 9,180,527.06
Pasco County School District	Stephanie Bunford, CPPB, Purchasing Manager P: 813-794-2225 Zsuzanna McGovern, Senior Buyer P: 813-794-2224	\$ 6,021,178.25
Las Cruces School District 2	Fred Montalvo, Ph.D, Dept of Operations P: 575-527-5896	\$ 5,686,267.77
Fort Worth Independent School District	Kelley Lewis, Executive Director Procurement P: 817-814-2000	\$ 3,762,857.60
Pecos-Barstow-Toyah Independent School District	Brent Jaco, Superintendent P: 432-447-7201 ext. 2000	\$ 3,446,757.46
Poughkeepsie City School District	Janet Bisti, Director of Elementary Education P: 845-451-4900 ext. 4983	\$ 3,097,000.51
Comal Independent School District	Nicole Blanchard, Director of Business Services P: 830-221-2684	\$ 3,070,445.46
Salem-Keizer Public Schools 24J	Michelle Harryman, Business & Support Services P: 503-779-7974 David Hughes, Operations Specialist P: 503-910-0507	\$ 2,766,754.00
Fresno Unified School District	Ed VanPatten, Buyer P: 559-457-3583 Ann Loorz, Executive Director P: 559-457-3582	\$ 2,666,768.17



Projected Sales Volume

Projected Sales Volume

Per addendum #4, questions and answers for this solicitation, suppliers are not required to guarantee sales off this contract. Therefore, Meteor does not guarantee any sales off this contract. However, we would like to highlight that our historical sales off our Region 4/OMNIA contract over the past several years have exceeded \$50 million per year. Please note, this is NOT a guarantee of future sales. We agree to pay the contract administrative fee based on actual sales.

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as “**Principal Procurement Agency**”), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), is requesting proposals for Furniture, Installation, and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“**Master Agreement**”) be made available to other public agencies nationally, including 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**”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a

response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams

- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further

commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 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.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. 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.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise
 - ☐ Yes ☐ No
 - If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 - ☐ Yes ☐ No
 - If yes, list certifying agency: _____

- c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

- d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

- e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

- H. 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.

- I. Describe how supplier differentiates itself from its competitors.

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

- K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;

- b. is not owned or operated by anyone who has been convicted of a felony;
or

- c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. 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.

- B. 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.

- C. 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.

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

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

3.3 Marketing and Sales

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.
- B. 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:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. 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
- C. 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:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. 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
 - v. 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.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

- viii. 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
- D. 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.
- E. 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.
- F. 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:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts

- H. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- I. 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.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. 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.
- K. 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.
- L. 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.
- 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").
- \$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three
- 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.
- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.



Appendix D, Exhibit A – Omnia Partners Response for National Contract

2.0 Representations and Covenants

2.1 Corporate Commitment

Meteor commits that:

1. the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management (except where noted – please see list of exceptions).
2. the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies.
3. the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and
4. the Supplier has read and agrees to the terms and conditions (except where noted – please see list of exceptions provided via the Response Attachment tab) of the Administration Agreement with OMNIA Partners, Public Sector and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier has identified an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Meteor commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) going forward to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Meteor commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners, Public Sector nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 Supplier Response

3.1 Company

A. Brief history and description of supplier

Meteor Education is highly experienced in planning, designing, supplying, and installing turnkey furniture, fixtures, and equipment for schools across the nation. We have focused on providing school districts with these services for 37 years and have provided over [REDACTED] worth of furnishings and services in that time. Nearly all of our clientele are public school districts and we are therefore highly skilled in working on design/build projects in the realm.

We use a design studio approach to positively affect the methods of teaching and learning, the use of tools in classrooms, and the interactions between students and teachers within learning environments. Meteor Education is a leading educational services partner working with education providers to help them create High-impact Learning Environments and High-impact Learning Experiences. As one of the largest providers of learning spaces, including furnishings and interior design services, Meteor's focus is the integration of best practices for teaching and learning to drive inquiry-based instruction, effective use of modern classrooms, and increased student achievement.

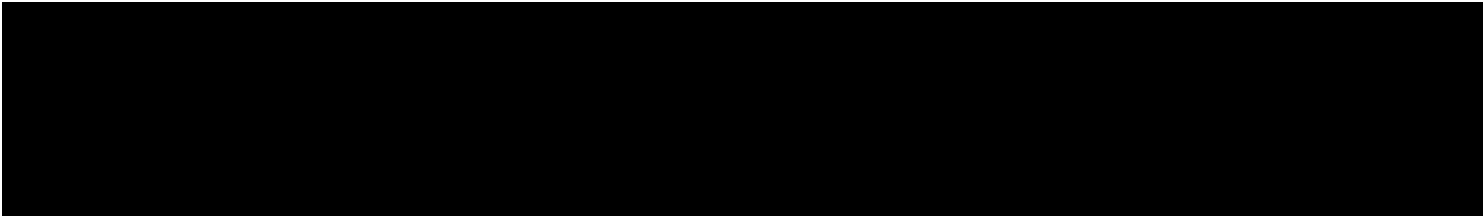
To learn more, please visit our website at: <http://meteoreducation.com> or our YouTube channel at: <https://www.youtube.com/channel/UCGSMHgQxjzHgbh-TAlbY1A/videos>.

History and Growth Timeline: Meteor Education is a Limited Liability Company with headquarters in Gainesville, Florida. The company is a full-service provider of High Impact Learning Environments and Experiences.

- 1967 – JR Office Furniture and Equipment Co. was established by Gary Junior as a reseller of used office furniture from offices in New York, NY. Within a few years, the company was also selling new office furniture.
- Early 1980s – JR Office Furniture expanded its product lines to include office supplies and also opened multiple locations.
- 1987 – Florida changed its state government and agency purchasing rules from a bid system to a more open buying system by use of “piggybacking” on existing contracts. This was an important development to the original formation of Contrax Furnishings (JR Office Furniture d.b.a. Contrax Furnishings), as the new business unit began selling to educational institutions, primarily in casework and some loose furnishings.
- By 1992 – JR Office refocused almost exclusively on contract selling through Contrax Furnishings division. The first full turnkey project was completed in 1993. Since then, we have continually grown.
- 2001 – Contrax Furnishings Inc. established.
- 2008 – Contrax Group, LLC established as a subsidiary of Contrax Furnishings, Inc. and began to offer products and services in over 25 states.
- 2010 – Contrax Furnishings, Inc. converted to Contrax Furnishings, LLC.
- 2016 – Contrax Group, LLC rebranded to Meteor Education, LLC to have a name that better encompassed all our service offerings. Tax ID and ownership remained the same.

- 2021 – Meteor Education, LLC acquired Premier F+E, a regional dealership covering Iowa, Minnesota, Wisconsin, North Dakota, and South Dakota.
- 2022 - Meteor Education, LLC acquired Worthington Contract Furniture, a Texas dealership based in Austin. Meteor Education, LLC acquired Blankenship Associates, Inc., a North Carolina dealership based in Raleigh.

B. Total number and location of sales persons employed by Supplier.

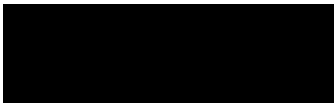


C. Number and location of support centers (if applicable) and location of corporate office.

Meteor supports markets nationwide with 8 Local Studio teams. We also have the physical office locations listed below.

Corporate Office: 690 NE 23rd Avenue, Gainesville, FL 32609
 Houston Office: 145 Magellan Circle, Suite B, Webster, TX 77598
 Premier Office: 1086 Mason Way, Shell Rock, IA 50670
 Blankenship Office: 980 Trinity Road, Raleigh NC 27607
 California Office: 1318 E. Shaw, Ste. 415, Fresno, CA 93710
 Arizona Office: 459 N Gilbert Rd, Suite A110, Gilbert, AZ 85234

D. Annual sales for the three previous fiscal years.



a. Submit FEIN and Dunn & Bradstreet Report

FEIN #: 26-3476027; IRS Letter 147C attached.

D&B #: 967285672; Meteor Education does not purchase reports from Dunn & Bradstreet as this is not a requirement to do business in our industry.

E. Describe any green or environmental initiatives or policies.

Meteor Education, a leading national supplier of educational furniture, understands the growing demand of school districts to adopt eco-friendly practices. We are dedicated to providing top-quality items from manufacturers who prioritize the environment, all while adhering to your budgetary constraints.

With a wide network of over 175 suppliers, we offer an extensive range of products that comply with various environmentally friendly standards and requirements.

Our team of Learning Environment Specialists is highly trained and capable of delivering solutions to help you achieve your green building goals. The following manufacturer certifications enable our customers to earn credits for materials used under well-known green building rating systems and programs such as USGBC LEED, WELL Building, Living Building Challenge, CHPS, BREEAM, Green Globes, IgCC, ASHRAE 189.1, NAHB National Green

Building Standard, Green Star, Estidama Pearl Rating System, and others. Furthermore, Meteor Education employs LEED Accredited Professionals who are available to assist with any of your green building needs.

Meteor is committed to partnering with manufacturers that prioritize environmental protection. Our strategic vendors actively pursue programs that promote green manufacturing practices. Some examples of these programs include:

- Utilizing environmentally friendly and recycled materials in the production of products (e.g., incorporating post-consumer recycled steel)
- Obtaining green product certifications (e.g., Forest Stewardship Council certification for wood)
- Implementing additional programs that demonstrate a strong commitment to environmental protection (e.g., sourcing materials locally)

We have provided descriptions of a few of the standards and certifications our manufacturers meet below. Upon final product selection, specific product certificates can be provided upon request.



Forest Stewardship Council – FSC certification is a voluntary, market-based tool that supports responsible forest management worldwide. FSC certified forest products are verified from the forest of origin through the supply chain. The FSC label ensures that the forest products used are from responsibly harvested and verified sources. The FSC's purpose is to coordinate the development of forest management standards throughout the different biogeographic regions of the U.S., to provide public information about certification and FSC, and to work with certification organizations to promote FSC certification in the U.S. FSC-US has a national presence through the work of its Board of Directors, members, staff, and regional standards coordinators.

Website: http://www.fscus.org/about_us/



GREENGUARD - GREENGUARD Certification is part of UL Environment, a business unit of UL (Underwriters Laboratories). GREENGUARD Certification helps manufacturers create--and helps buyers identify--interior products and materials that have low chemical emissions, improving the quality of the air in which the products are used. UL Environment acquired GREENGUARD in 2011, further advancing its mission of promoting global sustainability, environmental health, and safety.

Website: <https://www.ul.com/services/ul-green-guard-certification>



MAS Certified Green - MAS Certified Green is a registered trademark to delineate low VOC emitting products in the marketplace so that purchasers and specifiers of those products know that they can earn credits in sustainability programs like LEED and California CHP program. MAS provides both static and dynamic emissions testing services to determine the type and concentrations of chemical compounds potentially off-gassed from finished products and raw materials into the indoor environment.

Website: <https://mascertifiedgreen.com/>



Green Label Plus – Green Label Plus is an example of CRI’s (The Carpet and Rug Institute) leadership in the best practices of environmental responsibility. Look for the CRI Green Label Plus logo as proof that the product has been tested and certified by an independent laboratory and has met stringent criteria for low emissions. The Carpet and Rug Institute’s Green Label Plus (GLP) program is recognized by the U.S. Environmental Protection Agency’s (EPA’s) Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing. This recognition places the GLP program as a top-tier program for certification.

Website: <https://carpet-rug.org/testing/green-label-plus/>



Cradle to Cradle – Cradle to Cradle Certification is a multi-attribute eco-label that assesses a product’s safety to humans and the environment and design for future life cycles. The program provides guidelines to help businesses implement the Cradle to Cradle framework, which focuses on using safe materials that can be disassembled and recycled as technical nutrients or composted as biological nutrients. MBDC’s certification program takes a comprehensive approach to evaluating the design of a product and the practices employed in manufacturing the product. The materials and manufacturing practices of each product are assessed in five categories: Material Health, Material Reutilization, Renewable Energy Use, Water Stewardship, and Social Responsibility.

Website: <https://c2ccertified.org/>



EPP Downstream Program - CPA’s EPP Downstream Program is an easy way for consumers to identify environmentally responsible products. Products carrying the EPP Downstream logo were manufactured by a company that has demonstrated their environmental commitment by purchasing at least 50% CPA EPP certified composite wood products.

Website: <https://www.compositepanel.org/>



Eco-Certified Composite (ECC) - The Eco-Certified Composite (ECC) sustainability standard is a voluntary industry certification developed and administered by the Composite Panel Association (CPA) for manufacturers of composite wood or agrifiber-based panels, including particleboard, medium density fiberboard (MDF), hardboard, engineered wood siding, and engineered wood trim. ECC Certification is available to individual manufacturing plants and is based on life cycle inventory and other verifiable environmentally responsible practices. The certification process includes an on- site evaluation and subsequent yearly audits. CPA’s proprietary Carbon Calculator, developed by a third-party expert, is used to assess the life cycle and carbon footprint of composite panels made at a particular manufacturing plant.

Website: <https://www.compositepanel.org/sustainability/ecc/>



ISO Certification - ISO 14001 is the benchmark international standard for the implementation and operation of an environmental management system. Certification requires a commitment to continuously improve practices that protect the environment. To meet that responsibility specific environmental objectives and targets need to be set, as well as a program to reach those goals and a system that evaluates both the process management and results.

Website: <http://www.iso.org/iso/home.html>



Green-e - Green-e is the nation's leading independent certification and verification program for renewable energy and greenhouse gas emission reductions in the retail market. It has two certification and one verification programs: Green-e Climate is a voluntary certification program launched in 2008 that sets consumer-protection and environmental-integrity standards for greenhouse gas (GHG) emission reductions sold in the voluntary market. Green-e Energy is the nation's leading independent certification and verification program for renewable energy. Green-e Marketplace is a program that allows companies to display the logo when they have purchased a qualifying amount of renewable energy and passed our verification standards.

Website: <http://www.green-e.org/about.shtml>



LEVEL by BIFMA - The trusted furniture sustainability certification program created to provide a comprehensive and transparent means to confidently source responsibly manufactured products. 3rd party certification process for evaluating environmentally preferable and socially responsible furniture that contributes to sustainable building ratings. The program offers three performance tiers: LEVEL 1, 2, and 3.

Website: <https://www.bifma.org/page/level>



SCS Global Services Indoor Air Quality Certification – SCS Global Services Indoor Air Quality Certification is a recognized and trusted program that assesses and verifies the indoor air quality standards of buildings and products. It ensures that the air inside a given space meets rigorous criteria for pollutants, toxins, and contaminants, promoting a healthy and safe environment for occupants. Through comprehensive testing, monitoring, and compliance with established guidelines, the certification demonstrates a commitment to maintaining high indoor air quality standards, benefiting the well-being and comfort of individuals in various settings, such as offices, schools, and residences.

Website: <https://www.scsglobalservices.com/services/indoor-air-quality-certification>



Intertek's Clean Air Certification – Intertek's Clean Air program independently tests and certifies products to regulated sustainability initiatives including, but not limited to, BIFMA e3, California CDPH, LEED, and WELL. Accepted by USGBC for LEED v4 EQ Credit Low-Emitting Materials, our Clean Air certification program, (formally ETL Environmental VOC certification) utilizes our expert team of chemists and globally recognized ISO 17025 accredited labs to test your products for VOC emission compliance. Intertek's proprietary program provides two classes of certification, along with the use of the Intertek Clean Air label for product packaging and client marketing.

Website: <https://www.intertek.com/certification/indoor-air-quality/>

F. 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 and diversity programs, provide a list of diversity alliances and a copy of their certifications.

Meteor partners with suppliers, freight carriers, and installation companies that hold HUB, MWBE and DVBE certifications. Please see certification examples attached. We also work with third party reporting companies when providing DVBE “Good Faith Effort” compliance to ensure we advertise opportunities to DVBE firms in the local market. Meteor’s Learning Environment Specialists can direct customers to our product offerings that have diversity certifications. Diversity offerings may not be available in all markets, but when available, there will be no change in pricing.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response.

a. Minority Women Business Enterprise – Yes / **No**

If yes, list certifying agency: N/A

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) – Yes / **No**

If yes, list certifying agency: N/A

c. Historically Underutilized Business (HUB) – Yes / **No**

If yes, list certifying agency: N/A

d. Historically Underutilized Business Zone Enterprise (HUBZone) – Yes / **No**

If yes, list certifying agency: N/A

e. Other recognized diversity certificate holder – Yes / **No**

If yes, list certifying agency: N/A

Please be advised that while Meteor Education does not possess the aforementioned certifications, we collaborate with manufacturers, freight carriers, and installers who do. The relevant certifications have been attached.

H. 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.

While Meteor Education does not possess minority-owned certifications, we collaborate with manufacturers, freight carriers, and installers who do. The relevant certifications have been provided via the Response Attachments tab.

I. Describe how supplier differentiates itself from its competitors.

- K-12 Turn-Key Solutions. Over 98% of our business is done in the K-12 marketplace. Meteor specializes in helping schools to create high impact learning experiences.
- The Meteor Online Project Management System. It is a one-of-a-kind, 24/7 online client interface. This technology enables total control, provides complete information, and allows for thorough collaboration for our clients throughout the entire project. Additional details will be provided later in our proposal.
- Innovative and Instructional Design. Our entire process is design driven with our interior and instructional designers involved from start to finish. We have a team of full-time in-house designers ensuring we meet every design need. Once project goals are defined, we will work to develop a custom design to meet your unique needs. Meteor excels at developing flexible, functional environments and experiences. We bring

cutting edge product design and combine the latest teaching methods into that design. Our project design includes the use of easy technology that enables the client to walkthrough the various spaces in 3D renderings – without the use of complicated software or training. These programs and more, are available through our online Meteor Project Management System.

- Organizational Size and Strength. These qualities are seen in our focus in the educational market. Meteor operates nationally and has the capacity to supply products nationally and even in some international markets. In addition, our team consists of professional sales associates, full-time design teams, project managers, installation professionals, and logistics options. This ensures that the smallest project details are accurately managed throughout your project.
- Product Offerings. Meteor represents over 175 suppliers. The abundance of manufacturers we represent ensures we can provide competitive furnishings to meet any need.
- Learning Organization. As part of their professional development, Meteor personnel are encouraged to never stop learning. Many of our team members have professional certifications. This formal training, complemented with their experience, is another clear distinction between Meteor personnel and our competition.
- Professional Development Consulting. We have a full team of professional educational consultants to help ensure teachers and district personnel are trained so they can provide the best learning experience possible for their students.
- Service and Support. Our service after the sales is unparalleled in the industry.
 - The Meteor Project Management system allows clients to request service for any item in their facility, at any time (day or night), with the simple click of the mouse. All equipment lists and their locations are tagged and available online so clients can communicate any issues and submit requests for service. Our full-time service team ensures no lag time in the repair process.
 - Meteor warrants all products sold to the end user with a one-year parts and labor warranty (above any manufacturer's warranty). No such warranty exists from our competitors to cover labor associated with manufacturer defects. Additionally, after the one-year period is completed, Meteor will continue to act as a liaison between the client and manufacturer if any additional warranty issues arise throughout the warranty period for products.
 - One Year Walk-through Review. For large projects, Meteor will schedule an anniversary walkthrough after the first year in the facility. We will walk-through the site with the client to identify any issues and validate all warranty issues.

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

None. Meteor does not have past/present litigation, bankruptcies, or reorganization to report. We changed our name from Contrax Furnishings/Contrax Group to Meteor Education to have a name that incorporated all of our services. Meteor stands for Methods, Tools, Environments + Relationships. Tax ID # and leadership of company remained the same, so although there was a name change, there was no reorganization.

K. Felony Conviction Notice.

Meteor Education, LLC., is a Limited Liability Company and is not owned or operated by any individuals who have been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier.

None.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Meteor represents over 175 suppliers. The abundance of suppliers we represent, ensures we can provide competitive furnishings to meet any need, as well as the following services:

- Needs Assessment
- Furniture Assessment
- Overall Budget Analysis
- Educational Training
- Professional Development
- Classroom Strategy & Lesson Plan Development
- Bid/Contract Documentation
- Online Project Management System
- Complete In-House Space Planning & Design Services
- Inventory Existing Assets
- Recycle or Repurpose Furniture
- Logistics Management
- Local Sales & Project Management Staff
- Professional Installation
- Full Warranty Service
- Warehousing
- Full-Time Customer Service Staff

Meteor Education is a full-service educational solutions provider focusing on turnkey school projects, ProSocial Learning Environments™, and Learning Services to accelerate student engagement and the future of education. From a single classroom to an entire district, our team's 30+ years of experience means peace of mind for your next school project. Our complement of services can help you at any stage of your educational transformation. Whether you need to furnish a single classroom or complete a district-wide modernization, Meteor Education's experts are here to help your vision become a reality.

Meteor Education is on a mission to empower teachers and education leaders in creating ProSocial Learning Experiences™, so their students emerge compassionate, inspired, and future-ready. Our complement of services can help you.

B. 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.

Our sales and project management staff are dispersed across the country, which allows all projects to have a local team in place. We use our logistics partners to deliver shipments either to a local warehouse or directly to the project site. The local project manager will coordinate all deliveries and oversee the installation team. Distributing products and services nationwide is already part of our normal business. In addition, since we currently have an OMNIA contract, the transition to the new contract should be seamless. We are also in the process of expanding to some international clients, so we look forward to that new endeavor. Orders to Hawaii, Alaska, U.S. Territories, or other outlying areas will require freight and install to be quoted.

C. 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.

All required information to price out a job is provided within this proposal. Once awarded, contract details will be added into Meteor's proprietary ERP system. This will ensure accuracy and compliance with contract pricing terms and track necessary information for required reporting. Formal quotes will be provided from Meteor to customer for all orders. Every quote notes the contract number/title, manufacturer, model number, list price, discount, and net price. Manufacturer price lists and contract pricing matrix will be available for auditing via Region 4 ESC/OMNIA website or through Meteor.

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

Meteor has over 300 full-time, in-house employees and therefore has an abundance of self-performed capabilities. In addition, we have many well-established supplier partnerships. Meteor represents over 175 suppliers and partner with freight and install companies across the nation.

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

Meteor Education owns a 10,000 sq.ft. warehouse in Gainesville, Florida. As well as a warehouse in Shell Rock, IA which has 3,955 sq.ft. of space. Most of our manufacturers have storage space available and can hold products until the desired ship date. Typically, we deliver products directly from the manufacturer to project site. This creates efficiencies in freight and storage resources which is better for the planet and allows us to offer better pricing. In addition, we have partnerships with local installation firms with warehouse space that can be utilized, if needed.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Meteor Education has provided information deemed confidential and/or proprietary. This information should not be published on the website. For a comprehensive listing, please refer to Appendix C, Document #1: Proprietary Information.

B. 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:

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

Meteor currently holds a Region 4 ESC/OMNIA contract and it is already our preeminent contract. Our sales and quoting team are well versed in the applications and benefits of the current OMNIA contract, and our purchasing

team in knowledgeable in the reporting requirements. We will develop training materials to emphasize key features of the new contract. At a minimum, all sales team and support staff personnel will go through 2 one-hour webinar training sessions to review pertinent contract details. They will also be given resources to ensure their success in selling off this contract. These resources will include internal support with the contract, contact information of OMNIA/Region 4 ESC representative, and contract marketing material.

External Plan

- First Month After Award
 - Input contract details into our internal quoting system
 - Begin designing marketing material
 - Creation and distribution of a co-branded press release
 - Announce contract award on social media channels
 - Add contract detail and contact information on our company website
- Second Month After Award
 - Finalize and publish marketing materials
- Third Month After Award
 - Distribute marketing material through sales team
 - Sales Enablement department will do an e-mail blast and mail campaign direct to all existing clients
 - Ensure current clients are aware of the changes in the new contract
 - Ongoing marketing and promotion throughout its term (case studies, collateral pieces, presentations, etc.)

Internal Plan:

- First Month After Award
 - Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - Input contract details into our internal quoting system
 - Create training materials to include:
 - Key features of contract
 - Information on the solicitation process
 - Details of the range of Public Agencies that can utilize the contract
- Second Month After Award
 - Educate executive sales and quote team members on all contract details
 - Finalize contract details in internal quoting system
 - Run test quote in internal quoting system
- Third Month After Award
 - Train sales and quote team members through webinars prior to contract start date
 - 90+ Days After Award
 - Continuing education on contract details
 - Evaluate contract sales and create action plan to increase sales if needed

C. 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:

- i. Creation and distribution of a co-branded press release to trade publications

- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. 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
- v. 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.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. 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
- First Month After Award
 - Input contract details into our internal quoting system
 - Begin designing marketing material which will include OMNIA/Region 4 ESC logo and the following highlights:
 - Master Agreement was competitively solicited by a Principal Procurement Agency
 - Best government pricing
 - No cost to participate
 - Non-exclusive contract
 - Begin design of web-based homepage for contract information on company website
 - Creation and distribution of a co-branded press release to trade publications
 - Announce contract award on social media, including Twitter
- Second Month After Award
 - Finalize and publish co-branded marketing materials
 - Wrap up dedicated web-based home page design
- Third Month After Award
 - Distribute co-branded marketing material through sales team
 - Sales Enablement department will do an email blast and mail campaign direct to all existing and prospective clients
 - Ensure that current OMNIA/Region 4 ESC clients are aware of the changes in the new contract
 - Provide OMNIA/Region 4 ESC information sessions/training for our customers

- Go live with dedication web-based homepage with:
 - OMNIA Partners, Public Sector 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 will be made available to registered clients;
 - Marketing Materials
 - Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners, Public Sector
- Begin advertising campaign in trade publications
- Request contract blurb be included in newsletter of trade associations we belong to
- Participate in trade shows and Include OMNIA/Region 4 ESC information in our booth
- Third Month After Award
 - Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - Meteor attends and participates with OMNIA at national, regional, and supplier-specific trade shows, conferences and meetings.
 - Continuation of marketing effort to design national and regional publications.

D. 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.

As mentioned already, our current Region 4 ESC/OMNIA contract is our preeminent contract! We have a proven track record transitioning existing Public Agency customers and new clients to this contract. In fact, the majority of our total contract sales are sold through this vehicle. Below is a listing of cooperative contracts we hold. If awarded, Meteor will continue to promote our Region 4 ESC/OMNIA contract as our preferred contract.

- OMNIA (Region 4)
- Equalis (Region 10)
- AEPA
- MISBO
- BuyBoard
- TIPS
- Region 5
- Region 7
- Region 18

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

Meteor agrees to provide company logos and agrees to provide permission for reproduction of such logo in marketing communications and promotions. In addition, we agree that we will request permission to use OMNIA Partners, Public Sector logo.

F. 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, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

Meteor confirms it will be proactive and communicate the following:

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

G. Confirm Supplier will train its national sales force on the Master Agreement.

Meteor ensures its national sales team will be trained in all the following areas:

- 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, Public Sector
- Knowledge of benefits of the use of cooperative contracts

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

- **Executive Support**
 - Bill Latham, CEO; P: 800-699-7516; E: blatham@meteorededucation.com
 - Sandy Overstreet, Chief Experience Officer; P: 800-699-7516; E: soverstreet@meteorededucation.com
 - Caroline Smith, VP of Strategic Sourcing; P: 800-699-7516; E: csmith@meteorededucation.com
- **Marketing** – Chelsea Adicks, Director of Brand and Communications; P: 800-699-7516; E: cadicks@meteorededucation.com
- **Sales**
 - Patrick Horne, General Manager – West; P: 800-699-7516; E: phorne@meteorededucation.com
 - Chris Kelly, General Manager - East; P: 800-699-7516; E: ckelly@meteorededucation.com
- **Sales Support** – Amy Medders, Director of Client Success; P: 800-699-7516; E: amedders@meteorededucation.com
- **Financial Reporting** - Cameron Gibbs, Purchasing Coordinator; P: 800-699-7516; E: cgibbs@meteorededucation.com
- **Accounts Payable** – Beth Barnett, Director of Billing and Collections; P: 800-699-7516; E: bbarnett@meteorededucation.com
- **Contracts** – Brandon Aylor, System Support Assistant Manager; P: 800-699-7516; E: baylor@meteorededucation.com

I. 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.

Our Learning Environment Specialists (sales team) are organized into 8 local Studios. Each Studio is overseen by a Managing Director and contain personnel with the following functions: Learning Environment Specialist (sales), Learning Experience Coordinators (educators), Interior Designers, Project Coordinators (includes quoting and project intake), and Project Managers. Each studio reports to the General Manager. In addition, we have Support Services personnel that support all studios with personnel in the following functions: Professional Development & Experience, Finance, Purchasing, Strategic Sourcing, Strategic Bid & Contracts, Logistics, Service, System Support, IT, Marketing, Training/Best Practice Leaders, Executives, etc.

Below are the contacts for the executives in charge of the sales team:

- Patrick Horne - Executive General Manager – West, P: 800-699-7516; E: phorne@meteoreducation.com
- Chris Kelly - Executive General Manager – East, P: 800-699-7516; E: ckelly@meteoreducation.com

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

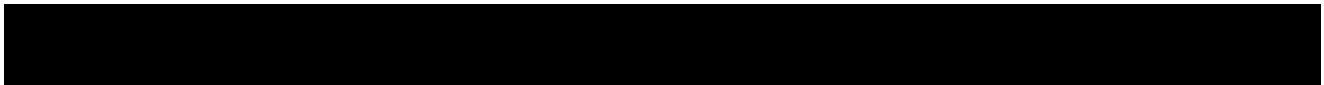
Meteor will work with OMNIA partners to develop training materials to emphasize key features along with ongoing collaboration with OMNIA's public sector on how to implement ideas for improvement to the national program. At a minimum, all sales team will go through webinar training sessions to gain the necessary knowledge to make growth a reality for all parties. In addition, we will ensure our sales team is introduced to OMNIA's local support staff to ensure they have access to that local resource.

J. 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.

As a current holder of a Region 4 ESC/OMNIA contract, we are fully prepared with the necessary resources to meet the requirements of the contract. Most of the requirements of this contract are our standard business practices and we are confident we can manage the national program successfully as we've done in the past. Meteor will manage the overall national program throughout the term of the Master Agreement by:

- We will execute the detailed plans outlined earlier in this proposal to ensure successful execution of the contract.
- Continuation of monthly calls with OMNIA to discuss contract compliance and strategies. Meteor Strategic Sourcing leadership will attend calls.
- Coordination between OMNIA and Meteor marketing teams to ensure marketing efforts are ongoing. Meteor marketing team will implement the marketing plan outlined in this proposal.
- Coordination between OMNIA regional representatives and Meteor's sales team. We will ensure all Meteor team members know who to contact at OMNIA to get support on their local projects.
- Continual training – Meteor staff regularly attend team meetings and trainings. We will use these opportunities to reinforce contract knowledge.
- Our purchasing team will continue to provide reporting on all contract sales in the specified manner.
- Account set-up for new customers is part of our everyday business and can happen immediately upon request.
- Meteor's Director of Strategic Sourcing, Caroline Smith, and Strategic Bid Manager, Lanie Hart, are knowledgeable on all contract requirements and are available for any contract administration needs. Caroline has worked with Meteor (formerly Contrax) and the OMNIA/National IPA/TCPN brand for over 14 years.

K. 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.



K. 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.

Meteor's Online Project Management System is a one-of-a-kind, 24/7 online client interface. This cutting-edge technology enables total control, provides complete information, and allows for thorough collaboration for our clients, throughout the entire project. The Online Project Management System has been used to manage over 4,000 projects! District staff can access this personalized website with an issued username and password. Permission levels can be individualized depending on the level of access required for each staff member. Our system is updated in real time and allows user to enter, track and summarize service issues as needed.

Meteor's Online Project Management System allows you to view and manage information during every state of your project from the sales process through the final installation. Below is an overview of the system's capabilities:

- Control everything pertaining to your account on one easy-to-read, 24/7 accessible website, protected by an individual username and password:
 - Quotes / Equipment Lists
 - Layouts
 - Inventory Counts
 - Communications
 - Shipping Information
 - Account details
 - Project Calendar
- Allows better communications in planning and design through collaborative tools and online conferencing
- District administrators and other managers have access to an administrative dashboard that views multiple projects at one time
- Saves you valuable time and resources

Limitations: While we currently offer an impressive 24/7 online project management system at Meteor, we never stop innovating. With internal software developers on staff, we have complete control of our system's evolution which will remain constant as every day we find ways to better serve our customers and the system's capabilities should follow suit.

L. 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").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

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.

Per Addendum #4, questions and answers for this solicitation, suppliers are not required to guarantee sales from this contract. Therefore, Meteor does not guarantee any sales under this contract. However, we would like to highlight that our historical sales off our Region4/OMNIA contract over the past several years have exceeded [REDACTED] per year. Please note, this is NOT a guarantee of future sales. We agree to pay the contract administration fee based on actual sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

OMNIA is currently and, if awarded, will continue to be our preeminent contract. When we bid on other discount off catalog contracts, we will never offer better pricing, and in most cases, we offer less discounting, to encourage the use of our OMNIA contract. Meteor commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector Administration Agreement.

Our go-to-market strategy is to lead with our OMNIA contract, and we have a proven track record of doing so, but our customers ultimately decide on the contract they are willing to purchase from. Some of our clients do refuse to use any cooperative contract and only purchase off their own bid/contract or local/regional/state contracts. In addition, some of our manufacturers hold contracts (ex: South Carolina State Contract) so some of our sales are directed through those vehicles. Lastly, we have some sales that are not required to be sold off a contract, typically do to being below a certain volume threshold.

Currently, the vast majority of our contract sales come from our OMNIA contracts, and we plan to continue to promote this contract internally and externally through the measures described in our marketing plan.

2.1 - List of Exceptions

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (Region 4 ESC's Use)
III. Instructions to Offerors; P. 4, #18	Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.	Depending on sample needed, we may not be able to meet the 7 day deliver requirement. Project team will communicate lead time on all requested samples.	
IV. Evaluation Process and Criteria; P. 12, #2a.	ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic 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)	We represent over 130 manufacturers and many only have a PDF price list (showing list price) available and will not be able to show extended net pricing. In addition, depending on options available, additional volume/tiered discounting, and freight zones, there could be numerous (20+) net prices for each line item. However, we have provided all information necessary to determine net pricing within our proposal and will provide formal quotes to customers upon request.	
Appendix A-Draft Contract, P.4; #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.	Depending on the required products, we may encounter challenges in meeting the 7-day delivery requirement. Our project team will diligently communicate the lead time for all requested products. We do partner with some manufacturers that offer quick-ship product options however, the typical lead time for products not readily available in stock ranges from 3 to 12 weeks, contingent upon the manufacturer and product line.	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (Region 4 ESC's Use)
Appendix A-Draft Contract, P.4; #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.	We will furnish updated price lists promptly as they are received from our vendors. As per our obligation to accept revised pricing from the vendor, any increases will be conveyed to the customer. It is imperative that these approvals are expedited. As long as approvals are granted promptly, we adhere strictly to this policy. For your convenience, we have provided a Dropbox link containing all price lists, which will be consistently updated with the latest information.	
Exhibit A-Response National Cooperative Contract; P. 5; section 3.1 D.	a. Submit FEIN and Dunn & Bradstreet report.	In our proposal, we've provided our FEIN and Dunn & Bradstreet numbers, but Meteor Education does not purchase reports from Dunn & Bradstreet as this is not a requirement to do business in our industry. Therefore, we do not have a Dunn & Bradstreet report to submit with our proposal.	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (Region 4 ESC's Use)
Exhibit F-Federal Certifications; P. 9	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.	First, we are unsure if our products qualify under this requirement since it states it as a requirement for “construction material.” We do not consider our product construction material. Some of the products included in this proposal have parts that are manufactured internationally. Many of the manufacturers we represent have American-made products.	

3.1 B - List of Sales Persons Employed by Meteor

[illegible]

[illegible]

**Department of the Treasury
Internal Revenue Service
Ogden, UT 84201**

In reply refer to: 0441895912
Nov 21, 2017 LTR 147C
26-3476027

**METEOR EDUCATION LLC
WILLIAM LATHAM SOLE MBR
690 NE 23RD AVENUE
GAINESVILLE FL 32609-6716 992**

Taxpayer Identification Number: 26-3476027

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of November 21st, 2017.

Your Employer Identification Number (EIN) is 26-3476027. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

S. Nelson
1002978238
Customer Service Representative



MINORITY CERTIFICATES

- [Environments Plus, Inc.](#) – Southern California Minority Supplier Development Council
- [G&L Installations, Inc.](#) – National Women’s Business Enterprise Certification
- [G&L Installations, Inc.](#) – Woman Owned Small Business (WOSB) Certification
- [Workplace Business Furniture, LLC DBA Texas Furniture Installation Services](#) – Texas Historically Underutilized Business (HUB) Certificate
- [Workplace Business Furniture, LLC DBA Texas Furniture Installation Services](#) – Minority Business Enterprise (MBE)
- [AmTab Manufacturing Corp.](#) – Chicago Minority Supplier Development Council
- [Joy Carpets & Co., Inc](#) – Certificate of Diverse Ownership

THIS CERTIFIES THAT

Environments Plus, Inc

dba EPI Corporate Solutions Inc



* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 238390; 238310; 541410; 541614; 484210; 493110; 238350

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

02/27/2024

Issued Date

SC43678

Certificate Number

04/01/2025

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire", is positioned above the name and title of the NMSDC CEO and President.

Ying McGuire
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "Virginia Gomez", is positioned above the name and title of the NMSDC President.

Virginia Gomez, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

G & L INSTALLATIONS, INC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: March 31, 2016

Expiration Date: March 31, 2025

WBENC National Certification Number: 2005128560



Authorized by April Day, President Women's
Business Enterprise Alliance

NAICS: 238390, 337212, 484210, 493110, 532420, 561740, 811420

UNSPSC: 56000000, 56110000, 56111500, 56111501, 56111502, 56111503, 56111504, 56111505, 56111507, 56111510, 56111512, 56111513, 56121300, 72153606, 72153613, 76111505, 78131603, 80161603





WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

G & L INSTALLATIONS, INC.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Rebecca Gage

NAICS: 238390, 337212, 484210, 493110, 532420, 561740, 811420
UNSPSC: 56000000, 56110000, 56111500, 56111501, 56111502, 56111503, 56111504, 56111505, 56111507, 56111510,
56111512, 56111513, 56121300, 72153606, 72153613, 76111505, 78131603, 80161603

Certification Number: WOSB230567

Renewal Date: March 31, 2025

WOSB Regulation Expiration Date: 03/31/2026



A handwritten signature in black ink, reading "April Day".

April Day, Women's Business Enterprise
Alliance President

A handwritten signature in black ink, reading "Pamela Prince-Easton".

Pamela Prince-Easton, WBENC President & CEO

A handwritten signature in black ink, reading "LaKesha White".

LaKesha White, Sr. Vice President, Certification

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1474063693200**
Approval Date: **December 27, 2023**
Scheduled Expiration Date: **October 31, 2026**

In accordance with the Memorandum of Agreement between the
CITY OF HOUSTON
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

WORKPLACE BUSINESS FURNITURE, LLC DBA Texas Furniture Installation Services

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **December 27, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into the City of Houston's program, you must immediately (within 30 days of such changes) notify the City of Houston's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the City of Houston's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mvcpa.coa.state.tx.us/tnasscmlsearch/index.jsp>) or by

For more information, contact the Statewide HUB Program at 1-800-252-5884.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



WORKPLACE BUSINESS FURNITURE, LLC DBA Texas Furniture Installation Services

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 23-12-13619

NAICS 238390: OFFICE FURNITURE, MODULAR SYSTEM, INSTALLATION

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbecom/?TN=houston>.

THIS CERTIFIES THAT

AmTab Manufacturing Corporation



* Nationally certified by the: **CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 337127

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

11/07/2023

Issued Date

CH08955

Certificate Number

01/31/2025

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire", is positioned above the name and title of the NMSDC CEO and President.

Ying McGuire
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "Debra Jennings-Johnson", is positioned above the name and title of the NMSDC President / CEO.

Debra Jennings-Johnson President / CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



SG03225764066610

Certificate of Diverse Ownership

It is hereby certified that

Joy Carpets & Co., Inc.

Has been found to be a diverse owned enterprise for the following categories

Small Business

Women Owned

Certification No.:	SG03225764066610	Valid From:	16 March 2022
Primary NAICS:	314110	Valid Till:	15 March 2025
Applicability:	United States	Initial Certification:	2022

This certification was conducted in accordance with the SupplierGATEWAY diversity certification procedure and is subject to post-certification audits.



Appendix C, Doc #1 Proprietary Information

As a privately-held company, the information listed below is not publicly available and we consider it to be highly sensitive and confidential. This information has been provided exclusively for evaluation purposes within the context of this bid. We do not grant permission for this information to be disclosed publicly or shared without explicit written consent from an authorized officer of our company. Redacted versions of any document is available upon request.

Document or Online Attribute	Document Page Number, Section, and/or Online Attribute	Line/Section	Reason
ONLINE ATTRIBUTES			
Online Attribute	Online Attribute #48 - Describe Offeror's experience working with the government sector.	Reference to sales of "over [REDACTED]"	As a private company, our sales volume is not considered public information.
Online Attribute	Online Attribute #60 - Annual sales for the three previous fiscal years.	Full response	As a private company, our sales volume is not considered public information.
Online Attribute	Online Attribute #61 - Annual sales for the three previous fiscal years.	Full response	As a private company, our sales volume is not considered public information.
Online Attribute	Online Attribute #62 - Annual sales for the three previous fiscal years.	Full response	As a private company, our sales volume is not considered public information.
Online Attribute	Online Attribute #83 - Logistics	Reference to "[REDACTED]"	As a private company, our number of employees is not considered public information.
RESPONSE ATTACHMENTS			
Attachment "Appendix C - Doc 1 - Acknowledgement and Acceptance of Open Records Policy.pdf"	Full Document - Appendix C, Doc #1 Proprietary Information	Full document	This document lists out all information that is considered confidential and/or proprietary. As a private company, this information is not public.
Attachment "Exhibit G - New Jersey Business Compliance - Doc 1 thru 10.pdf"	Page 20 - Division of Revenue & Enterprise Services, Central Forms Repository & Payment Collection System - View Employee Information Report (AA302 Renewal Form - Main Facility)	Full page	Form AA302 Employee Information Report contains personal information about employees of Meteor. As a private company, this information is not considered public information.
Attachment "Response to Exhibit A - Response for National Cooperative Contract.pdf"	Page 12 - 3.1 Company - A. Brief history and description of supplier	First paragraph - Reference to sales of "over [REDACTED]"	As a private company, our sales volume is not considered public information.
Attachment "Response to Exhibit A - Response for National Cooperative Contract.pdf"	Page 13 - 3.1 Company - B. Total number and location of sales persons employed by Supplier.	First paragraph where response references number of Learning Environment Specialist, Directors of Market Development, and Sales Leaders.	As a private company, our number of employees in particular roles is not considered public information.

Document or Online Attribute	Document Page Number, Section, and/or Online Attribute	Line/Section	Reason
Attachment "Response to Exhibit A - Response for National Cooperative Contract.pdf"	Page 13 - 3.1 Company - D. Annual sales for the three previous fiscal years.	Annual sales for past three years	As a private company, our sales volume is not considered public information.
Attachment "Response to Exhibit A - Response for National Cooperative Contract.pdf"	Page 20 - 3.2 Distribution, Logistics - D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.	First sentence - Reference to "[REDACTED]"	As a private company, our number of employees is not considered public information.
Attachment "Response to Exhibit A - Response for National Cooperative Contract.pdf"	Page 25 - 3.3 Marketing and Sales - K. 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.	First sentence - % of sales from public sector	As a private company, the percentage of our sector sales and sales volume is not considered public information.
Attachment "Response to Exhibit A - Response for National Cooperative Contract.pdf"	Page 26 - 3.3 Marketing and Sales - L. 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").	Reference to historical sales of over "[REDACTED]" per year."	As a private company, our historical sales volume is not considered public information.
Attachment "Response to Exhibit A - Response for National Cooperative Contract.pdf"	Pages 31-32 - List of Sales Persons Employed by Meteor	Full list of Sales Persons Employed by Meteor	As a private company, the list of names of our sales team members is not considered public information.
Attachment "Response to Exhibit A - Response for National Cooperative Contract.pdf"	Pages 42-45 - Appendix C, Doc #1 Proprietary Information	Full list of Proprietary Information	This document lists out all information that is considered confidential and/or proprietary. As a private company, this information is not public.
Attachment "Response to Exhibit A - Response for National Cooperative Contract.pdf"	Page 46 - 3.3 K - Top 10 Public Agency Customer List	Full list of Top 10 Public Agency Customer List	As a private company, our relationships with our clients, project information, and sales volumes are not public information.
Attachment "Value Add.pdf"	Page 37 - Statement of Differentiation	Second paragraph - Reference to sales of "[REDACTED]"	As a private company, our sales volume is not considered public information.
Attachment "Value Add.pdf"	Page 38 - Statement of Differentiation (continued)	First paragraph - Reference to "[REDACTED]"	As a private company, our number of employees is not considered public information.

Document or Online Attribute	Document Page Number, Section, and/or Online Attribute	Line/Section	Reason
ONLINE ATTRIBUTE ATTACHMENTS			
Attachment "No. 37 - Financial Condition and Reference Letters.pdf"	Full Document	Full document	As a private company, our financial information is not considered public information. These letters contains confidential information regarding our relationship with our bank and our insurance/bonding company.
Attachment "No. 38 - Insights.pdf"	Full Document	Full document	Our online project management portal, Insights, is proprietary software created and maintained by Meteor's in-house developers.
Attachment "No. 39 - OSHA 300A Reports for 2021-2023.pdf"	Full Document	Full document	OSHA Form 300A – Summary of Work-Related Injuries and Illness contains private employee information. As a private company, our number of employees is not considered public information.
Attachment "No. 45 - Offerors Reputation of Products and Services.pdf"	Page 1 - Offeror's Reputation of Products and Services	First paragraph - Reference to sales of "over [REDACTED]"	As a private company, our sales volume is not considered public information.
Attachment "No. 45 - Offerors Reputation of Products and Services.pdf"	Page 1 - Offeror's Reputation of Products and Services	Last paragraph - Reference to "over 300" employees	As a private company, our number of employees is not considered public information.
Attachment "No. 46 - Key Personnel.pdf"	Page 1 - Key Personnel	First paragraph - Reference to "[REDACTED]"	As a private company, our number of employees is not considered public information.
Attachment "No. 50 - Customer References.pdf"	Full Document - Customer References	Full document	As a private company, our relationships with our clients, project information, and sales volumes are not public information.
Attachment "No. 51 - Value Add.pdf"	Page 37 - Statement of Differentiation	Second paragraph - Reference to sales of "over [REDACTED]"	As a private company, our sales volume is not considered public information.
Attachment "No. 51 - Value Add.pdf"	Page 38 - Statement of Differentiation (continued)	First paragraph - Reference to "[REDACTED]"	As a private company, our number of employees is not considered public information.
Attachment "No. 57 - Brief History and Description of Supplier Experience.pdf"	Page 1 - History and Description of Supplier	First paragraph - Reference to sales of "over [REDACTED]"	As a private company, our sales volume is not considered public information.
Attachment "No. 58 - Sales Persons List.pdf"	Full Document - Sales Persons List	Full document	As a private company, the list of names of our sales team members is not considered public information.

Document or Online Attribute	Document Page Number, Section, and/or Online Attribute	Line/Section	Reason
Attachment "No. 95 - Meteors Top 10 Public Agency Customer List.pdf"	Full Document - Top 10 Public Agency Customer List	Full document	As a private company, our relationships with our clients, project information, and sales volumes are not public information.
Attachment "Meteor - Pricing Proposal - Region 4 OMNIA - 6-13-2024"	Pricing details throughout document	Meteor - Product Pricing by Supplier - Region 4 OMNIA - 6-13-2024	We request that our pricing not be posted publicly. Instead, we propose the following: 1.Current Practice Continuation: In our current contract with your agency, we are allowed to post redacted versions of our pricing and supply detailed pricing information to clients upon request. We would like to continue this practice under the new contract. 2.Access for Member Agencies: We agree to make our pricing available to all member agencies. To maintain confidentiality, we suggest one of the following methods: (a) Provide access via a password-protected website. (b) Supply pricing details to member agencies upon request.
	Pricing details throughout document	Meteor - Freight Terms by Vendor - Region 4 OMNIA - 6-13-2024	
	Pricing details throughout document	Meteor - Install Terms by Vendor - Region 4 OMNIA - 6-13-2024	
	Pricing details throughout document	Meteor - Additional Services Price List 6-13-2024	We are committed to providing pricing information to potential clients as needed, while ensuring that our pricing details remain confidential and out of the hands of our competitors.
	Full Document	Proposal for Volume Rebate Incentive	This document contains a proposal for a volume rebate incentive that is a confidential discussion.

3.3 K - Top 10 Public Agency Customer List

[illegible]

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.)

5-23-24

Date



Authorized Signature & Title

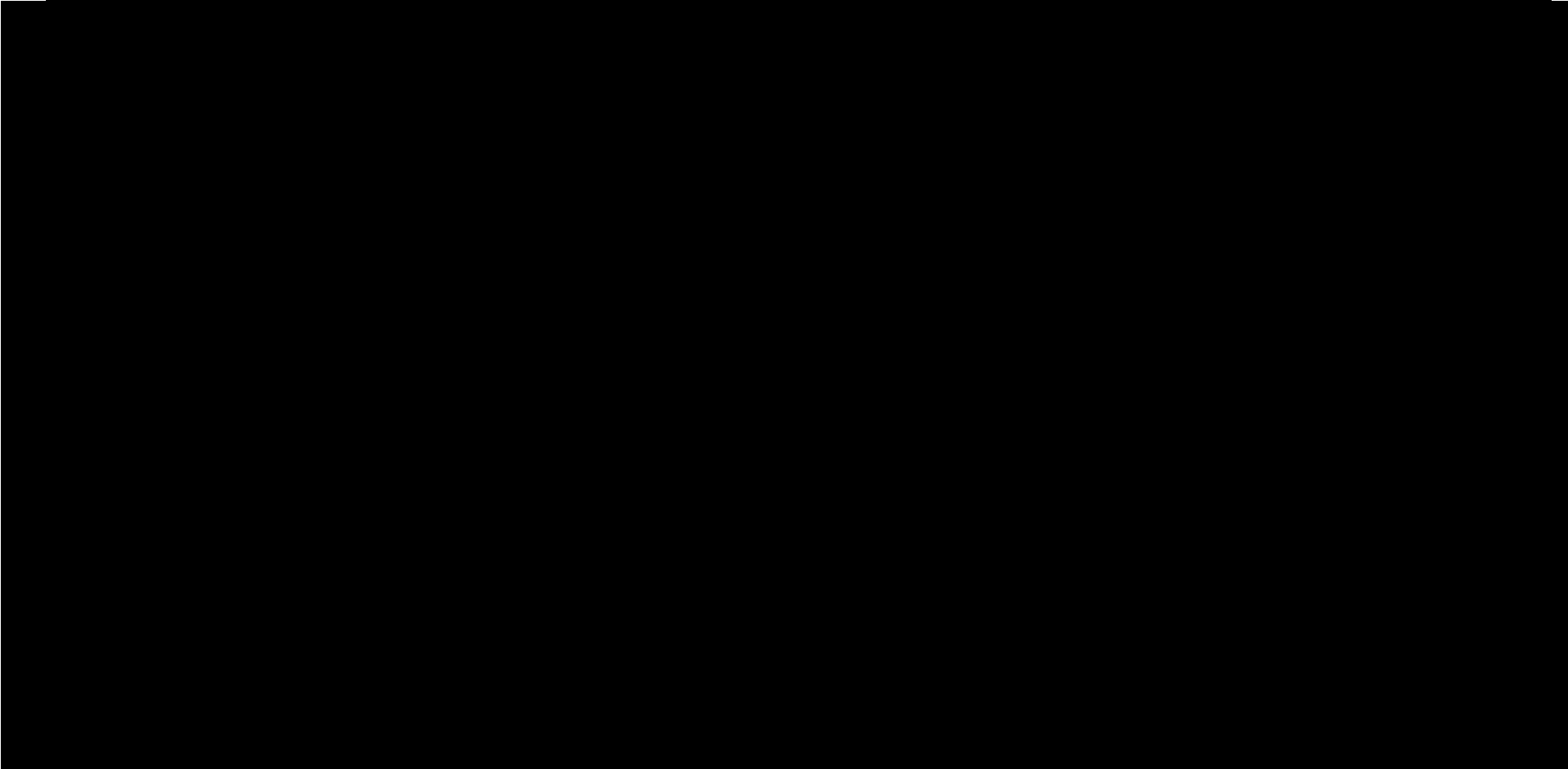
-VP of Strategic Sourcing

Appendix C, Doc #1 Proprietary Information

As a privately-held company, the information listed below is not publicly available and we consider it to be highly sensitive and confidential. This information has been provided exclusively for evaluation purposes within the context of this bid. We do not grant permission for this information to be disclosed publicly or shared without explicit written consent from an authorized officer of our company. Redacted versions of any document is available upon request.

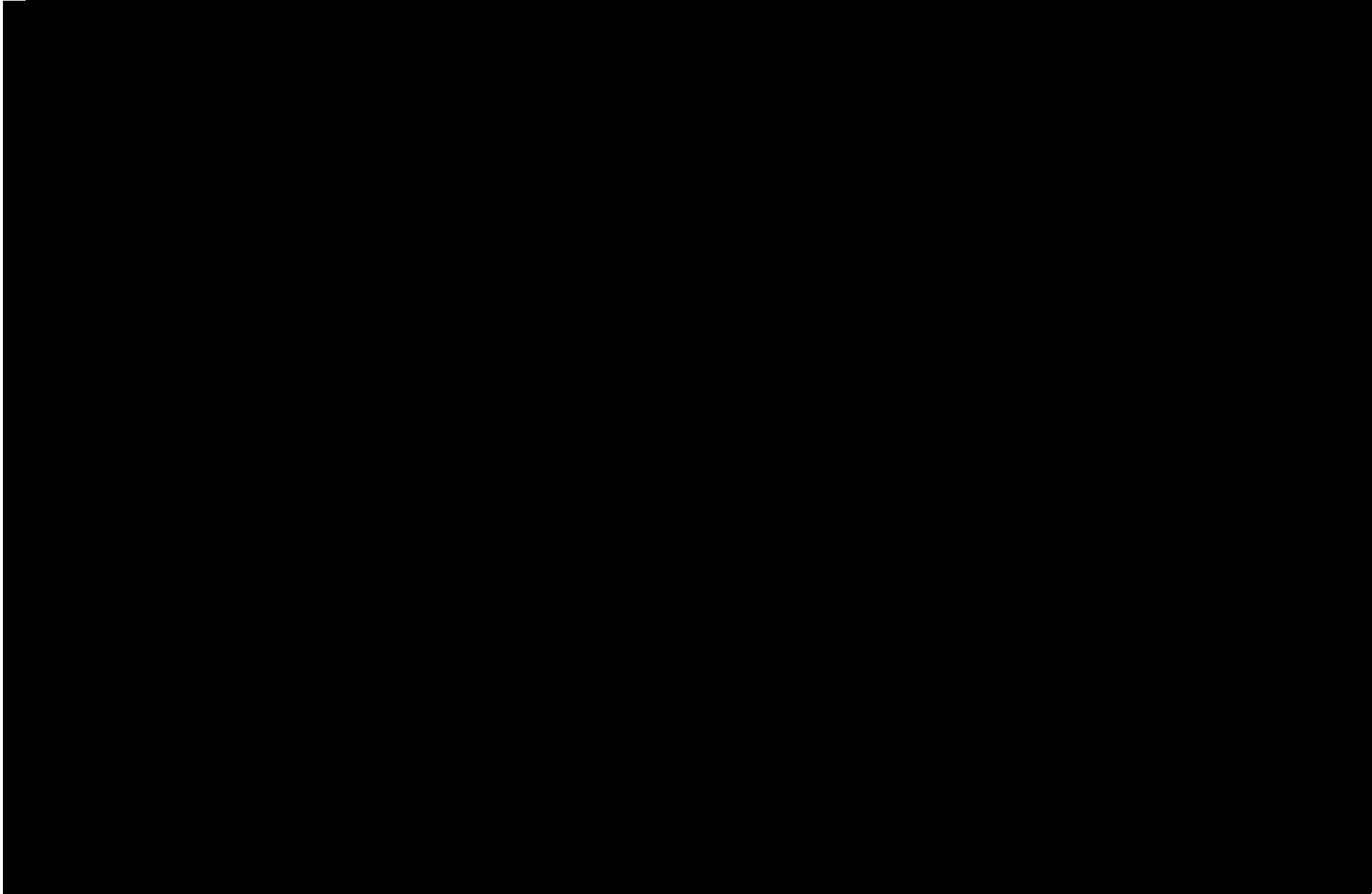
Document or Online Attribute	Document Page Number, Section, and/or Online Attribute	Line/Section	Reason
------------------------------	--	--------------	--------

ONLINE ATTRIBUTES



Document or Online Attribute	Document Page Number, Section, and/or Online Attribute	Line/Section	Reason
---------------------------------	---	--------------	--------

ONLINE ATTRIBUTE ATTACHMENTS



Document or Online Attribute	Document Page Number, Section, and/or Online Attribute	Line/Section	Reason

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

Meteor Education, LLC

Contact



Signature

Caroline Smith

Printed Name

VP of Strategic Sourcing

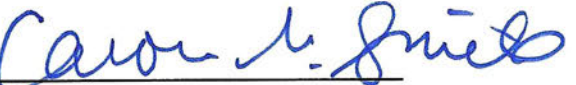
Position with Company

Address

690 NE 23rd Ave

Gainesville FL 32609

**Official
Authorizing
Proposal**



Signature

Caroline Smith

Printed Name

VP of Strategic Sourcing

Position with Company

Phone

800-699-7516

Fax

877-373-0622

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

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

Certificate Number:
2024-1163449

Date Filed:
05/20/2024

Date Acknowledged:

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

Meteor Education, LLC
Gainesville, FL United States

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.

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
	BCDI Meteor Holdings GP, LLC	Boston, MA United States	X	
	Meteor Management	Gainesville, FL United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Caroline Smith, and my date of birth is 10/29/1983.

My address is 690 NE 23rd Ave, Gainesville, FL, 32609, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Alachua County, State of FL, on the 23 day of May, 20 24.
(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, Caroline Smith, as an authorized representative of

Meteor Education, LLC, 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

5-23-24
Date

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

Version March 19, 2024

(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.

Version March 19, 2024

(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 CEJ 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 CEJ 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 CEJ 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 CEJ 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 CEJ 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.

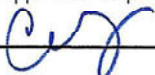
Does offeror agree? YES CEJ Initials of Authorized Representative of offeror

(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.

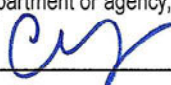
Version March 19, 2024

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  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  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.

ca

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.

[Signature]

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).



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 TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF 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  Initials of Authorized Representative of offeror

Offeror's Name: Meteor Education, LLC

Address, City, State, and Zip Code: 690 NE 23rd Ave Gainesville FL 32609

Phone Number: 800-699-7516

Fax Number: 877-373-0622

Printed Name and Title of Authorized Representative: Caroline Smith, VP of Strategic Sourcing

Email Address: bids@meteoreducation.com

Signature of Authorized Representative: 

Date: 5-23-24

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;

(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

(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;

(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

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).

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.

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

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 CS 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: Meteor Education, LLC

Address, City, State, and Zip Code: 690 NE 23rd Ave Gainesville FL 32609

Phone Number: 800-699-7516 Fax Number: 877-373-0622

Printed Name and Title of Authorized Representative: Caroline Smith, VP of Strategic Sourcing

Email Address: bids@meteoreducation.com

Signature of Authorized Representative: Caroline Smith Date: 5-23-24

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 suchworkweek.

(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, Meteor Education, LLC, 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

Caroline Smith, VP of Strategic Sourcing

Name and Title of Contractor's Authorized Official

5-23-24

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: Meteor Education, LLC

Address, City, State, and Zip Code: 690 NE 23rd Ave Gainesville FL 32609

Phone Number: 800-699-7516 Fax Number: 877-373-0622

Printed Name and Title of Authorized Representative:

Email Address: bids@meteorededucation.com

Signature of Authorized Representative: _____


Caroline Smith, VP of Strategic Sourcing

Date: 5-23-24

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: Meteor Education, LLC

Organization Address: 690 NE 23rd Ave Gainesville FL 32609

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
Contrax Furnishings LLC	690 NE 23rd Ave Gainesville FL 32609

--	--

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
N/A	

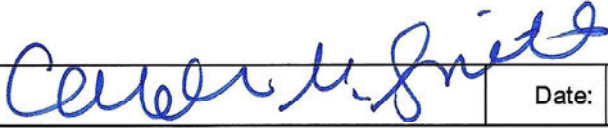
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure 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
BCDI Meteor Parent LLC	690 NE 23rd Ave Gainesville FL 32609

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):	Caroline Smith	Title:	VP of Strategic Sourcing
--------------------	----------------	--------	--------------------------

Signature:		Date:	5-23-24
------------	---	-------	---------

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.

State of New Jersey Florida
County of Alachua

Caroline Smith, VP of Strategic Sourcing, Meteor Education, LLC

Gainesville

(name of municipality)

in the County of Alachua

and State of Florida

_of

I am VP of Strategic Sourcing

of the firm of Meteor Education, LLC

(title or position)

the bidder making this Proposal for the bid

entitled 24-01 Furniture, Installation, and Related Services

(title of bid proposal)

and that I executed the said proposal with

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/OMNIA

relies upon the truth of the statements contained in said Proposal

(name of contracting unit)

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 Meteor Education, LLC.

before me this day

Signature

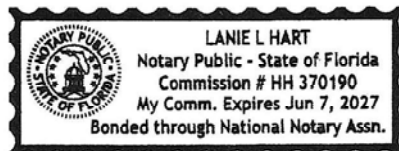
May 23, 2024
 (Type or print name of affiant under signature)

(Type or print name of affiant under signature)

Canice L Hart
Notary public of Florida

My Commission expires June 7, 2027

(Seal)



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

Company Name: Meteor Education, LLC
Street: 690 NE 23rd Ave
City, State, Zip Code: Gainesville FL 32609

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
- X 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.

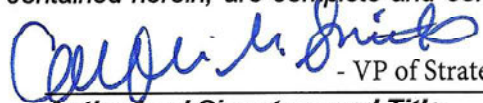
Public Work – Over \$50,000 Total Project Cost:

- 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.
- X 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.

5-23-24

Date



- VP of Strategic Sourcing

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.

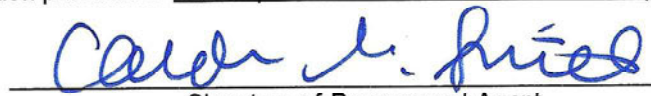
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or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

Certification **62248**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Dec-2022 to 15-Dec-2025**

METEOR EDUCATION LLC

690 NE 23RD AVE.

GAINESVILLE

FL 32609



A handwritten signature in black ink, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO

State Treasurer

Certificate Number
729961

Registration Date: 02/01/2024
Expiration Date: 01/31/2025



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Bcdi Meteor Holdings Lp, Owner
Teri Robertson, CFO

Responsible Representative(s):
William Latham, GEO

Meteor Education LLC
2024

A handwritten signature in black ink, appearing to read "R. Asaro-Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

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 a ward 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/lpcl.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."

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 Executive}

County Clerk

Surrogate

Sheriff

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: BCDI Meteor Parent LLC	Name:
Home Address: 690 NE 23rd Ave Gainesville FL 32609	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 23 day of
May, 2024

(Notary Public)

My Commission expires:

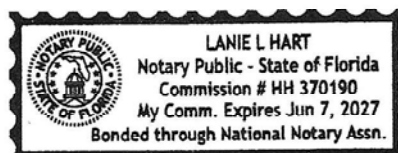
June 7, 2027

Caroline M. Smith
(Affiant)

Caroline Smith, VP of Strategic Sourcing

(Print name & title of affiant)

(Corporate Seal)



Please note that Meteor Education is an LLC,
therefore we do not have a corporate seal



DOC #6

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 TRENTON, NEW JERSEY 08625-0230

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

VENDOR NAME: Meteor Education, LLC

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 debatement 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 N/A
Description of Activities

Duration of Engagement
Anticipated Cessation Date N/A
**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

5-23-24
Date

Caroline Smith, VP of Strategic Sourcing
Print Name and Title

DPP Rev. 12.13.2021

DOC #7



Version March 19, 2024

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

☐

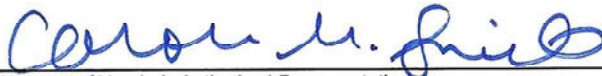
- B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

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

Caroline Smith, VP of Strategic Sourcing

Print Name and Title of Vendor's Authorized Representative

Meteor Education, LLC

Vendor's Name

690 NE 23rd Ave

Vendor's Address (Street Address)

Gainesville FL 32609

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

5-23-24

Date

26-3476027

Vendor's FEIN

800-699-7516

Vendor's Phone Number

877-373-0622

Vendor's Fax Number

bids@meteorededucation.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). NJ Rev. 1.22.2024

DOC #8

Version March 19, 2024

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/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	METEOR EDUCATION, LLC
Trade Name:	
Address:	690 NE 23RD AVE GAINESVILLE, FL 32609
Certificate Number:	1624904
Effective Date:	April 25, 2014
Date of Issuance:	September 26, 2023

For Office Use Only:

20230926121959237

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.

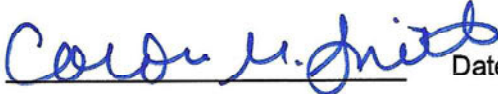
One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- X • 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: Caroline Smith Title: VP of Strategic Sourcing

Signature:  Date: 5-23-24

Division of Revenue & Enterprise Services
Central Forms Repository & Payment Collection System

Main Menu

Help

Translate this Page >>>

Select Language ▼

[Translation Disclaimer](#)

View Employee Information Report (AA302 Renewal Form - Main Facility)

Section A - Company Identification

1. FID Number or SSN: 263476027 2. Type of Business: RETAIL 3. Total NO. Employees in the Entire Company: 225
 4. Company Name: METEOR EDUCATION LLC
 5. Street: 690 NE 23RD AVE. City: GAINESVILLE County: OUT-OF-STATE
 State: FL Zip Code: 32609
 6. Name of Parent or Affiliated Company (if none, so indicate):
 City: State: Zip Code:
 7. Company Type: Multi-Establishment 8. State the Number of Establishments in NJ location: 0
 9. Total Number of employees at establishment which has been awarded the contract: 0
 10. Public Agency Awarding Contract: City:
 County: State: Zip Code:

Section B - Employment Data

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories.

Job Caterogies	MALE Black	MALE Hispanic	MALE Amer. Indian	MALE Asian	MALE Non-MIN	MALE 2 or More Races	MALE TOTAL
Officials / Managers	0	1	0	0	19	0	20
Professionals	1	4	0	0	22	0	27
Technicians	0	0	0	0	0	0	0
Sales Workers	1	0	0	0	18	0	19
Office & Clerical	0	2	0	0	8	0	10
Craftworkers (Skilled)	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	2	1	3
Service Workers	0	0	0	0	1	0	1
Temporary & Part-Time Employees	0	0	0	0	0	0	0
TOTAL	2	7	0	0	70	1	80

TOTAL MALE COUNT: 80

Job Caterogies	FEMALE Black	FEMALE Hispanic	FEMALE Amer. Indian	FEMALE Asian	FEMALE Non-MIN	FEMALE 2 ore More Races	FEMALE TOTAL
Officials / Managers	0	1	0	0	29	2	32
Professionals	0	7	0	5	40	1	53
Technicians	0	0	0	0	0	0	0
Sales Workers	1	3	0	0	16	0	20
Office & Clerical	2	1	1	0	34	2	40
Craftworkers (Skilled)	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0
Temporary & Part-Time Employees	0	0	0	0	0	0	0
TOTAL	3	12	1	5	119	5	145

TOTAL FEMALE COUNT: 145

12. How Was Information as to Race or Ethnic Group in Section B Obtained: Employment Record

13. Date of Payroll Period Used From: 9/4/2022

To: 9/17/2022

Section C - Personal Identification

14. Contact Name: Cindy Sebzda 15. Title: Controller 16. Contact Email: csebzda@meteorededucation.com
17. Address: 690 NE 23rd Ave City: Gainesville State: FL Zip Code: 32609
18. Phone Number: 3524161318 Phone Extension:

[Return Search Submission](#)

[Revenue: Home](#) | [Registrations](#) | [Certifications](#) | [Tax Filings](#) | [NJBGS](#) | [Refund Policy](#) | [Contact us](#)

[Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)

[Treasury: Home](#) | [Services](#) | [People](#) | [Businesses](#) | [Divisions/Agencies](#) | [Forms](#) | [Contact Us](#)

[Statewide: NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

Copyright © State of New Jersey - Department of Treasury - Division of Revenue & Enterprise Services, 1996 - 2024

This site is maintained by the [Division of Revenue & Enterprise Services](#)



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: 24-01 Furniture, Installation, and Related Services

VENDOR NAME: Meteor Education, LLC

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.

Signature

5-23-24

Date

Caroline Smith, VP of Strategic Sourcing

Print Name and Title