



April 28, 2020

Mr. James A. Land
bids@meteoreducation.com
Secretary
MeTEOR Education, LLC
690 NE 23rd Avenue
Gainesville, FL 32609

Re: Award of Contract #R191810

Dear Mr. Land:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 28, 2020, we are pleased to announce that after successful negotiated terms and conditions, MeTEOR Education, LLC has been awarded an annual contract for the following, based on the sealed proposal (RFP#19-18) submitted on December 11, 2019:

Commodity/Service

Supplier

Furniture, Installation and Related Services

MeTEOR Education, LLC

This contract is effective May 1, 2020 and will expire on April 30, 2023. As indicated above, your contract # is R191810. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and MeTEOR Education, LLC.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Christine Dorantes, the Contract Manager assigned to your contract, at (615) 431-8182 or christine.dorantes@omniapartners.com.

Sincerely,

DocuSigned by:


0B1D33BB0130490...
Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



FURNITURE, INSTALLATION AND RELATED SERVICES
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 19-18

RFP Issued: November 7, 2019

Pre-Proposal Date: November 21, 2019

Response Due Date: December 11, 2020

Proposals Received: #44

Awarded to: MeTEOR Educations, LLC – R191810

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 19-18 on November 7, 2019, to establish a national cooperative contract for Furniture, Installation and Related Services.

The solicitation included cooperative purchasing language in Sections I. Scope of Work:

NATIONAL CONTRACT

Region 4 Education Service Center, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation 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. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On January 8, 2020 proposals were received from the following offerors:

- 9to5 Seating LLC
- Affordable Interior Systems, Inc. (AIS)
- Allsteel Inc.
- Alumni Classroom Furniture Inc.
- AmTab Manufacturing Corporation
- Artcobell Corporation
- Bush Industries, Inc.
- ELB US Inc.
- ASSA Group, Inc. dba Enwork
- EPIC Business Essentials
- Exemplis LLC
- GMi Companies
- Haskell Office, LLC
- The HON Company LLC
- Indiana Furniture Industries, Inc.
- Irwin Seating Company
- Jasper Group (Jasper Seating Company, Inc.)
- Kaplan Early Learning Company
- Krueger International, Inc.
- Kwalu LLC
- LIAT, LLC
- Maxon Furniture Inc.
- Metalworks, Inc. – Great Openings
- MeTEOR Education, LLC.
- National Business Furniture, LLC
- National Office Furniture, Inc.
- NPS Public Furniture Corp
- NorvaNivel USA LP
- Office Depot, Inc.
- OFS Brands Inc.
- Origin US LLC
- Paragon Furniture, Inc.
- PS Furniture Inc.
- Rapp Productions, Inc dba FurnitureLab
- RT London
- Safco Products Co.
- School Specialty, Inc.
- SICO America, Inc.
- Spec Furniture Inc
- Special-T, LLC
- Teknion LLC
- Trendway Corporation
- VS America, Inc.
- WB Manufacturing

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that eighteen (18) companies - Affordable Interior Systems, Inc. (AIS) Allsteel Inc., AM Tab Manufacturing Corporation, Exemplis LLC, The HON Company LLC, Irwin Seating Company, Jasper Group (Jasper Seating Company, Inc.), Kaplan Early Learning Company, Krueger International, Inc., Maxon Furniture Inc., Metalworks, Inc. – Great Openings, MeTEOR Education, LLC, National Office Furniture, Inc., NorvaNivel USA LP, Office Depot, Inc., OFS Brands Inc., Safco Products Co., School Specialty, Inc. Teknion LLC Trendway Corporation, VS America, Inc. - all demonstrated the ability to provide the services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of May 1, 2020.

Contract includes:

- Educational furniture lines, related equipment and services

Term:

Initial three-year agreement from May 1, 2020 through April 30, 2023 with the option to renew for two (2) additional one-year periods through April 30, 2025.

Pricing/Discount: Tier Price ranging from 7.50% to 67.00% off Current Manufacturer Price List

OMNIA Partners, Public Sector Web Landing Pages: <https://public.omniapartners.com/suppliers/meteor-education/contract-documentation#c35799>



Request for Contract Update

Furniture, Installation and

Pursuant to the terms of contract number R191810 for Related Services Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

MeTEOR Education, LLC hereby provides notice of the following update on
(Contractor)

this date 8/13/2020.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

Authorized Distributors/Dealers

- Addition
- Deletion
- Supporting Documentation

Price Update

Supporting Documentation

Products/Services

- New Addition
- Update Only
- Supporting Documentation

Discontinued Products/Services

Supporting Documentation

States/Territories

Supporting Documentation

Other _____

Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Offices To Go previously had separate discounting for their "Casegoods" and "Seating" lines. Now they only have one discount for both lines. We request to combine their lines on the product and install matrices. Please see attached revised product and install matrices. (Freight matrix remains unchanged as freight was already combined.)

Submitted By: Caroline Smith

Title: Director of Strategic Sourcing

Email Address: CSmith@meteoreducation.com

Approved by Email: Date 8/13/2020 | 8:42 AM PDT

Denied by Email: Date _____

DocuSigned by:
Region 4 ESC Robert Engelmann
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Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

MeTEOR Education, LLC (vendor company name) hereby provides notice of the following material change to contract number: R191810 on this date 11/2/2021.

Instructions: (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- | | |
|---|---|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Change in ownership (<i>sale/purchase</i>) |
| <input type="checkbox"/> Indicate if you are assigning to your own subsidiary | <input type="checkbox"/> Asset Purchase Agreement |
| <input type="checkbox"/> Assumption Agreement | <input type="checkbox"/> Other supporting documentation |
| <input type="checkbox"/> Other supporting documentation | |
| | <input checked="" type="checkbox"/> Acquisition |
| <input type="checkbox"/> Bankruptcy | <input type="checkbox"/> Asset Purchase Agreement |
| <input type="checkbox"/> Official legal Notice of Bankruptcy Proceedings | <input checked="" type="checkbox"/> Other supporting documentation |
| <input type="checkbox"/> Other supporting documentation | |
| | <input type="checkbox"/> Other |
| <input type="checkbox"/> Merger | <input type="checkbox"/> Supporting documentation |
| <input type="checkbox"/> Share Exchange Agreement | |
| <input type="checkbox"/> Merger and Acquisition Agreement | |
| <input type="checkbox"/> Asset Purchase Agreement | |
| <input type="checkbox"/> Other supporting documentation | |

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).

Meteor Education has acquired Premier F+E who will now operate under Meteor Education. Please see attached press release for more information.

Upon approval of this notice, the awarded contract holder and/or subsequent assignee agree to and understand the following principles:

- i. **Contract holder reference.** If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.



In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

Company name of awarded vendor

Official name of assigned or added company

BY: MeTEOR Education, LLC

BY: Premier F+E powered by Meteor Education

NAME: Caroline Smith

NAME: N/A

TITLE: Director of Strategic Sourcing

TITLE: N/A

Region 4 Education Service Center

BY: 

NAME: Robert Zingelmann

TITLE: CFO

DATE: 11/2/2021 | 3:06 PM CDT

FOR IMMEDIATE RELEASE: October 1st, 2021

Meteor Education Expands Its Footprint into the Heartland

Gainesville, FL: Today, Meteor Education announced the expansion of its footprint in the heartland, joining forces with Premier Furniture & Equipment.

“Premier F+E has become the partner of choice for so many school districts throughout Iowa, Minnesota, Wisconsin, and South Dakota. We are privileged by the opportunity to work with this tremendous team, led by Roger & Sally Johnson.” said Bill Latham, CEO of Meteor Education. “The culture and customer relationship focus of both our organizations are an amazing fit. The expansion into the Heartland with this talented team allows us to bring new levels of service and solutions to Premier’s strong client relationships.”

“When we started Premier in 2016, Sally and I were committed to building trusted relationships with our customers, suppliers and teammates.” said Roger Johnson, President of Premier F+E. “Our growth since then has been nothing short of amazing and could not have been possible without our incredible team and the countless opportunities that our clients have provided. When we began talking with Meteor Education about a partnership, we were drawn to the incredible similarities of our companies and the intense focus of enhancing student outcomes. The most exciting part of becoming part of the Meteor team is knowing that both our team and our clients will benefit mutually from all that Meteor offers.”

Premier F+E, now powered by Meteor Education, will continue to operate from Shell Rock, Iowa where there is an amazing showroom experience that clients regularly visit. Premier is known for their friendly heartland welcome into their Shell Rock location and for providing a personal and local customer experience for each of their clients. Premier F+E, powered by Meteor Education, will continue to provide this same experience, with the same great team with the added resources, tools, and operational support of Meteor Education.

The company goals of Premier F+E and Meteor Education are the same. We want to transform the lives of students by understanding the unique needs of each school district. We will continue to work closely with our clients on the local level providing a personal and attentive customer experience while making a positive difference in the lives of many.

Susan Gavin
Meteor Education
800-699.7516
sgavin@meteoreducation.com

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Region 4 Education Service Center (ESC)

Contract # R191810

for

Furniture, Installation and Related Services

with

MeTEOR Education, LLC

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and the MeTEOR Education, LLC effective May 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 28, 2020 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 #19-18 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 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 to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent to renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 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.
 - i) 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.
- 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.
- 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.
- 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.

- 34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

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 Avenue

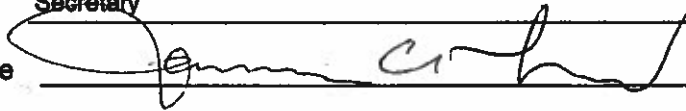
City/State/Zip Gainesville, FL 32609

Telephone No. 800-699-7516

Email Address bids@meteoreducation.com

Printed Name James A. Land

Title Secretary

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R191810

Initial Contract Term May 1, 2020 to April 30, 2023


Region 4 ESC Authorized Board Member

Margaret S. Bass
Print Name

4/28/2020
Date


Region 4 ESC Authorized Board Member

Carmen T. Moreno
Print Name

4/28/2020
Date



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.)

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Please see	attached.		

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III. Instructions to Offerors; P. 11, #22	<p>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.</p>	<p>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.</p>	Acceptable
IV. Evaluation Process and Criteria; P. 12, #2a.	<p>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)</p> <ul style="list-style-type: none"> •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) 	<p>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.</p>	Acceptable
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Exhibit A-Response National Cooperative Contract; P. 20 of 55, #3.1	<p>E. Submit FEIN and Dunn & Bradstreet report.</p>	<p>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.</p>	Noted

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Exhibit F-Federal Certifications; P. 40 of 55	<p>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.</p>	<p>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.</p>	<p>Another name for the form is EDGAR certification, which was completed under R142203, please complete form.</p>



2019

METEOR Education, LLC
800.699.7516
Bids@meteoreducation.com
www.meteoreducation.com



METEOR Education™
Proposal for Region 4 Education Service Center -
Furniture, Installation and Related Services

RFP Solicitation #19-18
Due: December 11, 2019 at 2:00 p.m.



TABLE OF CONTENTS

SECTION TITLE

TAB 1 – Appendix A & B

TAB 2 – Products / Pricing

TAB 3 – Performance Capability / Appendix D

TAB 4 – Qualifications and Experience / References

TAB 5 – Value Add

TAB 6 – Additional Required Documents (Appendix C)

Please note manufacturer price lists and warranties are available on the attached flash drives.

Tab 1 Required Forms

1. Contract Signature Form - Appendix A attached.
2. Terms and Conditions Acceptance Form - Appendix B attached.

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 2020 by and between _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____ ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("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 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 to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 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.
 - i) 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.
- 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.
- 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.
- 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.

- 34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

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Address 690 NE 23rd Avenue

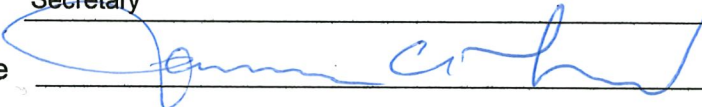
City/State/Zip Gainesville, FL 32609

Telephone No. 800-699-7516

Email Address bids@meteoreducation.com

Printed Name James A. Land

Title Secretary

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

Appendix B

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IV. Evaluation Process and Criteria; P. 12, #2a.	<p>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)</p> <ul style="list-style-type: none"> •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) 	<p>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.</p>	
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Appendix A-Draft Contract, P.5; #22	<p>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</p>	<p>Essendant (formerly United Stationers) represents some products that do not carry minimum one year warranty. However, MeTEOR does provide 1 year parts and labor warranty above the manufacturer warranty so this need should be met.</p>	
Exhibit A-Response National Cooperative Contract; P. 20 of 55, #3.1	<p>E. Submit FEIN and Dunn & Bradstreet report.</p>	<p>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.</p>	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (Region 4 ESC's Use)
Exhibit F-Federal Certifications; P. 40 of 55	<p>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.</p>	<p>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.</p>	

Tab 2 Products/Pricing

REDACTED

Please see the attached documents for proposed pricing. We represent over 130 manufacturers and have provided pricing for each of them with additional savings offered for higher volume purchasing.

Our pricing is broken into 5 tiers. Tier level is determined by total list price expenditure per manufacturer. Therefore, tier is determined per manufacturer and not per total quote/order.

Product pricing for many suppliers is a discount off catalog. Please see attached "Product Pricing Terms by Supplier" and apply the percentage as a discount off the manufacturer price list. Price lists are provided on the attached flash drive. Some suppliers have a "Sell Pricer." Those price list show the net price for product to the customer.

For freight, please see attached "Freight Terms by Supplier." These percentages are added freight percentages that are applied to customer product purchase price.

For install, please see attached "Install Terms by Supplier." These percentages are added install percentages that are applied to customer product purchase price.

Please pay attention to the notes at the bottom of each matrix for additional information and exceptions.

Pricing for additional services ("Additional Services Pricing 12-11-19") and printed materials ("2019 MeTEOR Education Products & Services Guide" is also attached.

We've included additional information on our manufacturers including general description of products, websites, overview of warranty terms and price list title. On the attached flash drive, where applicable, manufacturer warranties and price lists can be found.

Attachments:

- Product Pricing Terms by Supplier 12-11-19
- Freight Terms by Supplier 12-11-19
- Install Terms by Supplier 12-11-19
- Additional Services Pricing 12-11-19
- 2019 MeTEOR Education Products & Services Guide
- Manufacturer Website and Warranty Information
- Manufacturer Price List Overview
- Evaluation Criteria Response

On Flash Drive:

- Digital copy of documents noted above
- Manufacturer warranties
- Price Lists



MeTEOR Supplier Information

Manufacturer price lists are provided on the attached flash drive.

Manufacturer Name	Product Description	Website Address	Warranty Description
290 Signs	Signs	http://www.290signs.com/	Workmanship and Material- -Standard product: 2 years -Custom product (from ship date): 1 year
9 To 5 Seating	Task seating, management seating, executive seating, guest seating, drafting stools	http://9to5seating.com/	Upholstery - 5 Years Structural and mechanical parts - 10 Years Manufacturer's Warranty
A2S Inc.	Balance of Line	http://www.a2s.com/en/home/	10 Year Warranty except electrical and service parts
Allied Plastics	Activity tables, science tables, and early childhood tables	http://www.alliedplasticsco.com/	30 Year - Workmanship and Material
Allseating	Task seating, management seating, executive seating, guest seating, drafting stools	http://www.allseating.com/	10 Year Warranty - Seating & Work Tools 1 Year - Lighting
Alumni	Classroom furniture	http://alumnicf.com/	15 Year Warranty
AmTab Manufacturing Corporation	Tables, stages, risers, cafeteria tables and furnishings, etc.	http://www.amtab.com/	15 Year Warranty
Annin & Co	Indoor/outdoor flag products	http://www.annin.com/	10 Year Warranty - on shaft
Aurora Storage	Storage solutions	https://aurorastorage.com/	Limited Lifetime Warranty; warranties vary by product and will be provided upon request
AWT World Trade	Drying racks, and screen printing equipment.	http://www.awt-gpi.com/	Workmanship and Materials-1 year
BioFit	Seating, mobile folding tables and carts	http://www.biofit.com/	13 Years
Bretford	Power and data solutions	https://www.bretford.com/	12 year standard warranty with expectations
Byrne Electrical Specialists	Power and data solutions	https://www.byrne.com/	Warranties vary by product and will be provided upon request
Bulman	Paper racks	http://bulmanproducts.com/	"Guaranteed to perform as designed." We handle warranty issues on a case by case basis
Carpets for Kids	Children's educational rugs	http://www.carpetsforkids.com/	Lifetime except Mt. St. Helens Collection (10 year wear) and KID\$ Value Rugs (1 Year limited)
CEF	Makerspace furniture, classroom furniture, tables, chairs, stools, multi-purpose carts, and charging carts	http://www.cefinc.com/	Workmanship and Manufacturing-12 years (see Dropbox for exceptions)

Manufacturer Name	Product Description	Website Address	Warranty Description
CF Stinson, LLC	Textiles (to be included on furniture from another vendor on contract)	https://www.cfstinson.com/	3 Year Limited Warranty
Champion Sports	Athletic & physical education equipment	http://www.championsports.com/	90 Days
Cherryman	Complete line of reception, executive office and conference furnishings	https://www.cherrymanindustries.com/	Warranties vary by product and will be provided upon request
Children's Factory (The Children's Factory)	Soft play furniture	http://www.childrensfactory.com/	Cots: 7 Years Germ-Guard and Infection Control Mats: 3 Years Bean Bag Covers and Shredded Foam Filler: 1 Year All other Products: 2 Years
Clinton Industries	Recovery beds, sports training tables	http://www.clinton-ind.com/	3 year limited warranty
Copernicus Educational Products	Early childhood and reading furniture	https://www.copernicused.com/	Manufacture Limited Warranty 90 Day Warranty for Parts
Corporate Identification Solutions	Signage solutions	http://www.corporateidsolutions.com/	Warranties vary by product and will be provided upon request
Creative Arts Unlimited	Art, Décor, and Custom Designs Packages for Cafeterias and Libraries	http://creativeartsinc.com/	1 year warranty
Da-Lite Screen Company	Presentation screens and furniture	https://www.legrandav.com/products/da-lite	1 Year Limited Warranty 5 Year Limited Warranty
Debourgh	Lockers	https://www.debourgh.com/	Lifetime Limited Warranty
Diversified Woodcrafts	Science lab products, science tables, vocational and art furniture	http://www.diversifiedwoodcrafts.com/	Lifetime
Eagle Group	Foodservice equipment	http://www.eaglegrp.com	1- 15 Year Limited Warranty
Edsal	Commercial grade shelving, racking and storage systems	http://edsal.com/	1 year limited warranty
Educational Specialty Furnishings	Classroom & computer furniture, outdoor tables, mobile storage, teacher desks, and seating	http://www.esfschools.com/	1 year limited warranty
eko	Collaborative, lounge and healthcare seating	https://www.ekocontract.com/	10 Year Limited Warranty (See Dropbox for exceptions)
Elkay Interior Systems (Formerly Interior Systems, Inc. - ISI)	Design packages and cafeteria furnishings	https://www.elkayinteriorsystems.com/en.html	Lifetime Limited Warranty
ERG International	Tables, multipurpose seating, collaborative seating, lounge seating, modular seating and benches	http://erginternational.com/	1 Year - Lifetime Warranty
Ergonomic Solutions (ESI)	Monitor arms, crank and electric height adjustable tables, keyboard combinations, power solutions, sit-to-stand solutions, wall mounted and mobile workstations, laptop solutions, and task lighting	https://www.esiergo.com/	Warranty varies by product line. See website for product warranty details.
Essendant	Furnishings and consumables	https://www.biggestbook.com/ui/catalog.html#/home	Warranty varies by product line. See website for product warranty details.
Fire King	Fireproof file cabinets and safes	http://www.fireking.com/	1-3 Year Warranty - Depending on the product
FlagHouse	Furnishings and equipment for sport, recreation, special needs and more	https://www.flaghouse.com/	1 Year Refund Warranty
Flash Furniture	Complete line of furnishings	https://www.flashfurniture.com/	Warranties vary by product and will be provided upon request

Manufacturer Name	Product Description	Website Address	Warranty Description
Fleetwood Group	Library, science, computer, mobile cabinets, student tables, early learning, multimedia, casegoods, specialty and teacher furnishings	https://www.fleetwoodgroup.com/	15 Year Limited Warranty
Flexi-Felt	Floor saver glides	http://www.flexifelt.com/	5 Year Limited Warranty
FomCore	Soft Seating	https://fomcore.com/	Limited Lifetime Warranty
FurnitureLab	Cafeteria, breakroom, café, and lounge furniture	https://furniturelab.com/	Manufacturing- 10 Years
Gigli & Massimo	Chairs, mirrors, wash units, cash desks, cosmetology, and accessories	https://www.gigliandmassimo.com/	Limited Warranty (See Dropbox for details)
Global	Metal filing, seating, casegoods, and storage	https://www.globalindustrial.com/	Seating - Lifetime Warranty Desk - Limited
Great Openings (Including Sparkeology)	Metal filing and storage	https://www.greatopenings.com/	Lifetime Warranty
Greene Manufacturing, Inc.	Automotive, computer Furniture, cosmetology lab furniture, green house, office & media furniture, science & nursing and seating furnishings	http://www.greenemfg.com/wp/	Limited Lifetime Warranty
Gressco LTD	Library Chairs, Tables, Book Browsers, Activity Centers, and Soft Goods	https://gresscoltd.com/	1-10 Year Limited Warranty
Groupe Lincora Inc.	Casegoods, seating and tables	http://lincora.com/	1 year limited warranty
Hann	Art, science, drafting educational furniture	http://www.hannmfg.com/	Limited Lifetime Warranty
High Point Furniture Industries (HPFI)	Casegoods, seating and tables	http://www.hpfi.com/	Limited Lifetime Warranty
Hirsh Industries, LLC	Metal casegoods, filing and storage	https://www.hirshindustries.com/	Limited Lifetime Warranty (See Dropbox for exceptions)
Holmris B8	Office desks, tables, seating, storage, lounge furniture, outdoor furniture, and accessories	https://www.holmrisb8.com/	12 Year Warranty
Humanscale	Seating and sit/stand products, keyboard trays, monitor arms, cpu holders, cable management, access rail, task lighting, and ergo tools	https://www.thehumansolution.com	1- 15 Year Limited Warranty
IFC/Horizon Seating/Oak Harbor	Desks, tables and seating	http://www.horizonseating.com/	Limited Warranty (See Dropbox for details)
Integra Seating	Soft Seating	https://integraseating.com/	1-10 Year Limited Warranty
Interior Concepts	Modular workstations & panel systems	https://www.interiorconcepts.com/	1- Lifetime Limited Warranty
Invincible Office	Metal office casegoods	http://www.invinciblefurniture.com/	Lifetime Limited Warranty
IRN	Furniture recycling service	http://www.irnsurplus.com/	N/A
Ironwood Manufacturing	Classroom & computer tables, drafting tables, mobile storage, teacher desks, musical instrument storage	http://www.ironwood-mfg.com/	5 Year Limited Warranty
Jasper Chair	Seating and tables	http://jasperchair.com	5 Year Limited Warranty
Jaxx Bean Bags/OneUp Innovations	Bean bags and modular furniture	https://www.jaxxbeanbags.com	30 Days
Jonti-Craft	Early childhood furniture and learning products	http://www.jonti-craft.com/	90 Days to Lifetime Limited Warranty
Joy's Carpets	Early childhood carpets	http://www.joycarpets.com/	Lifetime Wear and Antimicrobial Protection 10 Year Soil/Stain Protection Limited Warranty
KFI Seating	Seating	https://www.kfistudios.com/	5 - 12 Year Warranty
KI	Complete line of furnishings	https://www.ki.com/	Lifetime Limited Warranty
Kidstuff Playsystems, Inc.	Playground equipment and outdoor furnishings.	https://www.kidstuffplaysystems.com/	21 Year Limited Warranty

Manufacturer Name	Product Description	Website Address	Warranty Description
Kore Design	Seating, active seating, alternative seating chairs	http://koredesign.com.au/	1 Year Unconditional Warranty
Legends Fitness	Weight room and workout room equipment	http://legendfitness.com/	90 Days to Lifetime Limited Warranty
Leisure Craft	Outdoor furniture	http://www.leisurecraftinc.com/	1 Year Warranty - Lifetime on Thermoplastic coating
LifeSecure	Emergency preparedness, lockdown kits, first aid products	https://www.lifesecond.com	5 year limited warranty
Logiflex	Office furniture and lounge seating	http://logiflex.ca/en-us/	1 year limited warranty
M+A Matting (Formerly Andersen Mat Company)	Indoor/outdoor mats, anti-slip & anti-fatigue mats	https://www.mamatting.com/	Lifetime Warranty
Marco Group	Seating, desks, tables, makerspace storage.	https://marcogroupinc.com/	10 Year Limited Warranty
Marvel	Office furniture, seating and file cabinets	https://www.marvelgroup.com/	Limited Warranty (See Dropbox for details)
Maverick Desk	Laminate casegoods & conference tables	https://www.maverickdesk.com/	10 Year Warranty
Maxon	Panel System Furniture	http://www.maxonfurniture.com/	2 - 12 Year Limited Warranty
Mayline	Casegoods, seating, training furniture, high density filing systems	https://www.mayline.com/	Warranty varies depending on what is purchased
McKesson / Moore Medical	Medical products	https://mms.mckesson.com/catalog?node=5553549	Warranties vary by product and will be provided upon request
Mediatechnologies	Complete offering of library furniture	http://www.mediatechnologies.com/	5 Year Guarantee and Limited Warranty 15 Year Limited Warranty against delaminating
MeTEOR Catalog	Turn-key school furnishings	http://www.meteorededucation.com	1 year - Lifetime Limited Warranty
MiEN Company, Inc	Classroom furniture, administration offices, deskings, tables, teacher stations, student furniture, common area furniture	http://www.miencompany.com/home	1 Year to Limited Lifetime Warranty
Mitchell Furniture Systems	Mobile cafeteria and dining furniture, heavy-duty folding tables, portable risers	http://mitchell-tables.com/	15 Year Warranty
Mity-Lite	Lightweight folding tables and carts	https://mitylite.com/	Warranty varies by item. See Dropbox for details.
Momentum Group	Textiles (to be included on furniture from another vendor on contract)	https://www.memosamples.com/momentu	Standard Warranty (See Dropbox for details)
MooreCo	Marker and bulletin boards, AV carts & stands, computer furniture, soft seating	https://moorecoinc.com/	1 Year - Lifetime Limited Warranty
MTS Seating	Restaurant style tables and chairs	http://www.mtsseating.com/	1 Year Warranty
Muzo	All other products	https://muzo-works.com/	Limited 10 Year Warranty (see Dropbox for exceptions)
National Office Furniture	Complete line of office, conference and lounge furnishings	https://www.nationalofficefurniture.com/	Limited Lifetime Warranty
National Public Seating	Folding tables and chairs, seating, cafeteria tables, mobile choral risers	http://www.nationalpublicseating.com/	10 Year Warranty
Nexel Shelving	Wire shelving solutions	http://nexelshelvingusa.com/	1 year - Lifetime Limited Warranty
Nook Pod	Mobile modular huddle pod	https://nookpod.com/	5 Year Limited Warranty
NorvalNivel	Innovative educational furniture and learning spaces	https://norvanivel.com/	10 Year Limited Warranty
Offices To Go (A Division of Global Total Office)	Complete line of laminate casegoods, veneer deskings, and seating	http://www.globalindustrial.com/	Desk - Limited Warranty Seating - Limited Warranty
OFM	Chairs, tables, desks, cubicles and storage solutions	https://www.ofminc.com/	1-10 Year Limited Warranty

Manufacturer Name	Product Description	Website Address	Warranty Description
Oklahoma Sound Corp	Portable sound systems	http://www.oklahomasound.com/	5 Year Warranty
Olympic Kiln	Art kilns	https://www.greatkilns.com/	1-2 Year Warranty
Palmieri	Tables, Desks, Seating, Shelving, kiosks, displays and book trucks	http://palmierifurniture.com/	Limited Lifetime Warranty with the exception of seating, which is 2 years.
Paragon Furniture	Office, computer, specialty storage, library furniture	http://www.paragoninc.com/	Limited Lifetime Warranty
Pavilion Furniture	Outdoor Furniture	https://www.pavilion-furniture.com/	Limited Lifetime Warranty
Platnium Visual	Markerboards, chalkboards, tackboards and visual display systems	http://pvsusa.com/	Lifetime of Original Installation
Playcore - BigToys	Outdoor playground equipment	https://www.playcore.com	1 Year to Lifetime Limited Warranty
Playcore - GT Grandstands	Grandstands	https://www.playcore.com	5 Years
Playcore - Park & Play Structures	Playground equipment and accessories	https://www.playcore.com	1 Year to Lifetime Limited Warranty
Playcore - UltraPlay Systems Inc. (Includes UltraPlay (Discovery Centers, Uplay Today and Snug)	Outdoor playgrounds	https://www.playcore.com	1 - 10 Years
Playcore - UltraSite (includes UltraShade, UltraShelter)	Outdoor furnishings	https://www.playcore.com	5 Year Limited Warranty
Plymold	Cafeteria booths, tables, dining chairs	http://www.plymold.com/	1 Year Warranty
Premiere Stage Supply	Theatre and stage equipment	http://www.premierestagesatkean.com/	Warranties vary by product and will be provided upon request
Quantum Storage	Storage shelving	http://www.quantumstorage.com/	1 Year Limited Warranty
Raynor Group	Seating	http://www.rgcompanies.com/	Seating - Limited Lifetime Warranty
Right Angle	Ergonomic products	http://www.raproducts.com/	5 Year Limited Warranty
S. P. Richards Company	Furnishings and consumables	http://www.sprichards.com/	Warranties Vary by product. See website for warranty details.
Safco	Bookcases, signs, flat files, literature organizers, media storage shelving	http://www.safcoproducts.com/	Limited Lifetime Warranty
Sandusky Lee	Metal casegood products, filing, and storage, and desking	http://www.sanduskycabinets.com/	1-5 Year Limited Warranty
Scholar Craft	Classroom and learning commons furniture	https://www.scholarcraft.com/	Limited Lifetime Warranty
Sedia Systems	Lecture hall, classroom, auditorium and multi-purpose seating	https://www.sediasystems.com/	1-10 Year Limited Warranty
Sico America	Cafeteria booths, tables, dining chairs and stages (Parts are not included with this discount structure)	http://www.sicoinc.com/en/	15 Year Warranty
Six Inch	Foam coated furniture and architectural products	http://sixinch.eu/	1-10 Year Warranty
Smith System	Classroom, library, office, and computer furniture.	https://smithsystem.com/	12 Year Warranty with Lifetime Frame Warranty
Special T	Tables	https://www.specialt.net/	10 Year Warranty
Sports Graphics	Scoring tables, wall padding, bleacher enclosures, wall graphics and wind screens	https://www.sportsgraphicsinc.com/	2 Year Warranty
Takeform	Signage solutions	https://www.takeform.net/	Interior - Lifetime Exterior - 2 Years
Tenjam	Unique seating for the library & media center	http://tenjam.com/	3 Year Limited Commercial & Consumer Warranty
Tennsco Corp	Metal storage cabinets & bookcases, storage shelving	https://www.tennsco.com/	1 Year Warranty
Trendway	Office furniture	https://www.trendway.com/	1-10 Year Limited Warranty

Manufacturer Name	Product Description	Website Address	Warranty Description
United Visual Products	Enclosed visual display boards, indoor/outdoor signage	http://www.uvpinc.com/	1 Year Warranty
USA Capitol	Student desks and chairs, activity tables, teacher's desks, combo desks/chairs combinations	http://www.usacapitol.com/	10 Year Warranty With Lifetime Frame Structure Warranty
Versare Portable Products	Mobile partitions	https://www.versare.com	1 Year Warranty



MeTEOR Supplier Price List Summary

Manufacturer price lists are provided on the attached flash drive.

Manufacturer Name	Product Description	Price List Title
290 Signs	Signage Solutions	290 Signs - 2019 Price List
9 To 5 Seating	Task seating, management seating, executive seating, guest seating, drafting stools	9 To 5 Seating - 2019 Price List - ADD 7.5% TO LIST PRICE PER COVER PAGE
A2S Inc.	Balance of Line	A2S Inc. - 2018 Price List
Allied Plastics	Activity tables, science tables, and early childhood tables	Allied Plastics - 2019 Price List
Allseating	Task seating, management seating, executive seating, guest seating, drafting stools	Allseating - 2019 Price List
Alumni	Classroom furniture	Alumni - 2019 Price List
AmTab Manufacturing Corporation	Tables, stages, risers, cafeteria tables and furnishings, etc.	AmTab Manufacturing - 2019 Price List
Annin & Co	Indoor/outdoor flag products	Annin & Co - 2019 Price List
Aurora Storage	Storage solutions	Aurora Storage - 2019 Price List, Side-to-Side Price Book, Times 2 Rotary Price Book
AWT World Trade	Drying racks, and screen printing equipment.	AWT World Trade - 2019 Sell Pricer
BioFit	Seating, mobile folding tables and carts	BioFit - 2019 Price List
Bretford	Power and data solutions	Bretford - 2019 Price List
Byrne Electrical Specialists	Power and data solutions	Byrne Electrical Specialists - 2019 Sell Pricer
Bulman	Paper racks	Bulman - 2019 Sell Pricer
Carpets for Kids	Children's educational rugs	Carpets for Kids - 2019 Sell Pricer
CEF	Makerspace furniture, classroom furniture, tables, chairs, stools, multi-purpose carts, and charging carts	CEF - 2019 Price List
CF Stinson, LLC	Textiles (to be included on furniture from another vendor on contract)	CF Stinson, LLC - 2019 Sell Pricer

Manufacturer Name	Product Description	Price List Title
Champion Sports	Athletic & physical education equipment	Champion Sports - 2019 Price List
Cherryman	Complete line of reception, executive office and conference furnishings	Cherryman - 2019 Price List
Children's Factory (The Children's Factory)	Soft play furniture	Children's Factory (The Children's Factory) - 2020 Price List
Clinton Industries	Recovery beds, sports training tables	Clinton Industries - 2019 Price List
Copernicus Educational Products	Early childhood and reading furniture	Copernicus Educational Products - 2020 Price List
Corporate Identification Solutions	Signage solutions	Corporate Identification Solutions - 2019 Sell Pricer
Creative Arts Unlimited	Art, Décor, and Custom Designs Packages for Cafeterias and Libraries	Creative Arts - 2019 Sell Pricer
Da-Lite Screen Company	Presentation screens and furniture	Da-Lite Screen Company - 2019 Price List
Debourgh	Lockers	Debourgh - 2019 Sell Pricer
Diversified Woodcrafts	Science lab products, science tables, vocational and art furniture	Diversified Woodcrafts - 2019 Price List
Eagle Group	Foodservice equipment	Eagle Group - 2019 Price List
Edsal	Commercial grade shelving, racking and storage systems	Edsal - 2019 Price List
Educational Specialty Furnishings	Classroom & computer furniture, outdoor tables, mobile storage, teacher desks, and seating	ESF - 2018 Price List
eko	Collaborative, lounge and healthcare seating	eko - 2019 Price List
Elkay Interior Systems (Formerly Interior Systems, Inc. - ISI)	Design packages and cafeteria furnishings	Elkay Interior Systems (Formerly Interior Systems, Inc. - ISI) - 2019 Price List
ERG International	Tables, multipurpose seating, collaborative seating, lounge seating, modular seating and benches	ERG International - 2019 Price List
Ergonomic Solutions (ESI)	Monitor arms, crank and electric height adjustable tables, keyboard combinations, power solutions, sit-to-stand solutions, wall mounted and mobile workstations, laptop solutions, and task lighting	Ergonomic Solutions (ESI) - 2019 Price List
Essendant	Furnishings and consumables	Essendant - 2019 Sell Pricer
Fire King	Fireproof file cabinets and safes	Fire King - 2019 Price List
FlagHouse	Furnishings and equipment for sport, recreation, special needs and more	FlagHouse - 2019 Sell Pricer
Flash Furniture	Complete line of furnishings	Flash Furniture - 2019 Sell Pricer

Manufacturer Name	Product Description	Price List Title
Fleetwood Group	Library, science, computer, mobile cabinets, student tables, early learning, multimedia, casegoods, specialty and teacher furnishings	Fleetwood Group - 2019 Price List
Flexi-Felt	Floor saver glides	Flexi-Felt - 2019 Sell Pricer
FomCore	Soft Seating	FomCore - 2019 Price List
FurnitureLab	Cafeteria, breakroom, café, and lounge furniture	FurnitureLab - 2019 Price List
Gigli & Massimo	Chairs, mirrors, wash units, cash desks, cosmetology, and accessories	Gigli & Massimo - 2018 - 2019 Price List
Global	Metal filing, seating, casegoods, and storage	Global - 2019 Price List
Great Openings (Including Sparkeology)	Metal filing and storage	Great Openings (Including Sparkeology) - 2019 Price List
Greene Manufacturing, Inc.	Automotive, computer Furniture, cosmetology lab furniture, green house, office & media furniture, science & nursing and seating furnishings	Greene Manufacturing, Inc. - 2019 Sell Pricer
Gressco LTD	Library Chairs, Tables, Book Browsers, Activity Centers, and Soft Goods	Gressco LTD - 2019 Sell Pricer
Groupe Lincora Inc.	Casegoods, seating and tables	Groupe Lincora Inc. - 2019 Price List
Hann	Art, science, drafting educational furniture	Hann - 2019 Price List
High Point Furniture Industries (HPFI)	Casegoods, seating and tables	High Point Furniture Industries (HPFI) - 2020 Price List
Hirsh Industries, LLC	Metal casegoods, filing and storage	Hirsh Industries, LLC - 2020 Price List
Holmrise B8	Office desks, tables, seating, storage, lounge furniture, outdoor furniture, and accessories	Holmrise B8 - 2019 Price List
Humanscale	Seating and sit/stand products, keyboard trays, monitor arms, cpu holders, cable management, access rail, task lighting, and ergo tools	Humanscale - 2019 Price List
IFC/Horizon Seating/Oak Harbor	Desks, tables and seating	IFC/Horizon Seating/Oak Harbor - 2019 Price List
Integra Seating	Soft Seating	Integra Seating - 2019 Price List
Interior Concepts	Modular workstations & panel systems	Interior Concepts - 2019 Price List
Invincible Office	Metal office casegoods	Invincible Office - 2019 Price List
IRN	Furniture recycling service	IRN - 2019 Sell Pricer
Ironwood Manufacturing	Classroom & computer tables, drafting tables, mobile storage, teacher desks, musical instrument storage	Ironwood Manufacturing - 2019 Price List
Jasper Chair	Seating and tables	Jasper Chair - 2019 Price List

Manufacturer Name	Product Description	Price List Title
Jaxx Bean Bags/OneUp Innovations	Bean bags and modular furniture	Jaxx Bean Bags/OneUp Innovations - 2019 Price List
Jonti-Craft	Early childhood furniture and learning products	Jonti-Craft - 2019 Price List
Joy Carpets	Early childhood carpets	Joy Carpets - 2019 Sell Pricer
KFI Seating	Seating	KFI Seating - 2019 Price List
KI	Complete line of furnishings	KI - 2019 Price List
Kidstuff Playsystems, Inc.	Playground equipment and outdoor furnishings.	Kidstuff Playsystems, Inc. - 2019 Sell Pricer
Kore Design	Seating, active seating, alternative seating chairs	Kore Design - 2019 Price List
Legends Fitness	Weight room and workout room equipment	Legends Fitness - 2019 Sell Pricer
Leisure Craft	Outdoor furniture	Leisure Craft - 2019 Sell Pricer
LifeSecure	Emergency preparedness, lockdown kits, first aid products	LifeSecure - 2019 Sell Pricer
Logiflex	Office furniture and lounge seating	Logiflex - 2019 Price List
M+A Matting (Formerly Andersen Mat Company)	Indoor/outdoor mats, anti-slip & anti-fatigue mats	M+A Matting (Formerly Andersen Mat Company) - 2019 Price List
Marco Group	Seating, desks, tables, makerspace storage.	Marco Group - 2020 Price List
Marvel	Office furniture, seating and file cabinets	Marvel - 2019 Price List
Maverick Desk	Laminate casegoods & conference tables	Maverick Desk - 2019 Price List
Maxon	Panel System Furniture	Maxon - 2020 Price List
Mayline	Casegoods, seating, training furniture, high density filing systems	Mayline (Safco) - 2019 Price List
McKesson / Moore Medical	Medical products	McKesson / Moore Medical - 2019 Sell Pricer
Mediatechnologies	Complete offering of library furniture	Mediatechnologies - 2020 Price List
MeTEOR Catalog	Turn-key school furnishings	MeTEOR Catalog - 2019 Price List - ADD 19%
MiEN Company, Inc	Classroom furniture, administration offices, desking, tables, teacher stations, student furniture, common area furniture	MiEN Company, Inc - 2020 Price List
Mitchell Furniture Systems	Mobile cafeteria and dining furniture, heavy-duty folding tables, portable risers	Mitchell Furniture Systems - 2019 Price List
Mity-Lite	Lightweight folding tables and carts	Mity-Lite - 2020 Price List
Momentum Group	Textiles (to be included on furniture from another vendor on contract)	Momentum Group - 2019 Sell Pricer
MooreCo	Marker and bulletin boards, AV carts & stands, computer furniture, soft seating	MooreCo - 2019 Price List
MTS Seating	Restaurant style tables and chairs	MTS Seating - 2020 Price List

Manufacturer Name	Product Description	Price List Title
Muzo	All other products	Muzo - 2019 Price List
National Office Furniture	Complete line of office, conference and lounge furnishings	National Office Furniture - 2020 Price List
National Public Seating	Folding tables and chairs, seating, cafeteria tables, mobile choral risers	National Public Seating - 2020 Price List
Nexel Shelving	Wire shelving solutions	Nexel Shelving - 2019 Price List
Nook Pod	Mobile modular huddle pod	Nook Pod - 2019 Price List
NorvalNivel	Innovative educational furniture and learning spaces	NorvalNivel - 2019 Price List
Offices To Go (A Division of Global Total Office)	Complete line of laminate casegoods, veneer desking, and seating	Offices To Go (A Division of Global Total Office) - 2019 Price List
OFM	Chairs, tables, desks, cubicles and storage solutions	OFM - 2019 Price List
Oklahoma Sound Corp	Portable sound systems	Oklahoma Sound Corp - 2019 Price List
Olympic Kiln	Art kilns	Olympic Kiln - 2019 Sell Pricer
Palmieri	Tables, Desks, Seating, Shelving, kiosks, displays and book trucks	Palmieri - 2019 Price List
Paragon Furniture	Office, computer, specialty storage, library furniture	Paragon Furniture - 2019 Price List
Pavilion Furniture	Outdoor Furniture	Pavilion Furniture - 2019 Price List
Platnium Visual	Markerboards, chalkboards, tackboards and visual display systems	Platnium Visual - 2019 Price List
Playcore - BigToys	Outdoor playground equipment	Playcore - BigToys - 2019 Sell Pricer
Playcore - GT Grandstands	Grandstands	Playcore - GT Grandstands - 2019 Sell Pricer
Playcore - Park & Play Structures	Playground equipment and accessories	Playcore - Park & Play Structures - 2019 Sell Pricer
Playcore - UltraPlay Systems Inc. (Includes UltraPlay (Discovery Centers, Uplay Today and Snug)	Outdoor playgrounds	Playcore - UltraPlay Systems Inc. (Includes UltraPlay (Discovery Centers, Uplay Today and Snug) - 2019 Sell Pricer
Playcore - UltraSite (includes UltraShade, UltraShelter)	Outdoor furnishings	Playcore - UltraSite (includes UltraShade, UltraShelter) - 2019 Sell Pricer
Plymold	Cafeteria booths, tables, dining chairs	Plymold - 2019 Price List
Premiere Stage Supply	Theatre and stage equipment	Premiere Stage Supply - 2019 Sell Pricer
Quantum Storage	Storage shelving	Quantum Storage - 2019 Sell Pricer
Raynor Group	Seating	Raynor Group - 2020 Price List
Right Angle	Ergonomic products	Right Angle - 2019 Price List
S. P. Richards Company	Furnishings and consumables	S. P. Richards Company - 2019 Sell Pricer

Manufacturer Name	Product Description	Price List Title
Safco	Bookcases, signs, flat files, literature organizers, media storage shelving	Safco - 2019 Price List
Sandusky Lee	Metal caseload products, filing, and storage, and desking	Sandusky Lee - 2019 Price List
Scholar Craft	Classroom and learning commons furniture	Scholar Craft - 2019 Price List
Sedia Systems	Lecture hall, classroom, auditorium and multi-purpose seating	Sedia Systems - 2019 Sell Pricer
Sico America	Cafeteria booths, tables, dining chairs and stages (Parts are not included with this discount structure)	Sico America - 2019 Price List
Six Inch	Foam coated furniture and architectural products	Six Inch - 2019 Price List
Smith System	Classroom, library, office, and computer furniture.	Smith System - 2020 Price List
Special T	Tables	Special T - 2020 Price List
Sports Graphics	Scoring tables, wall padding, bleacher enclosures, wall graphics and wind screens	Sports Graphics - 2019 Sell Pricer
Takeform	Signage solutions	Takeform - 2019 Sell Pricer
Tenjam	Unique seating for the library & media center	Tenjam - 2019 Price List
Tennsco Corp	Metal storage cabinets & bookcases, storage shelving	Tennsco Corp - 2019 Price List
Trendway	Office furniture	Trendway - 2019 Price List
United Visual Products	Enclosed visual display boards, indoor/outdoor signage	United Visual Products - 2019 Sell Pricer
USA Capitol	Student desks and chairs, activity tables, teacher's desks, combo desks/chairs combinations	USA Capitol - 2019 Price List
Versare Portable Products	Mobile partitions	Versare Portable Products - 2019 Sell Pricer

TAB 2 - EVALUATION CRITERIA
Products/Services/Pricing (40 Points)

i. Offerors shall provide pricing based on a discount from a manufacturer’s price list or catalog, or fixed price, or a combination of both with indefinite quantities. 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, those 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.

CONFIRMED! Please see attached pricing matrix that shows discount from manufacturer’s price list or “sell pricer” (i.e. indicates fixed price product list). Volume discounting is noted where available. An Additional Services Pricing Matrix is also attached with line item pricing for each service offered. 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.

ii. Include an electronic copy of the catalog from which discount, or fixed price is calculated.

CONFIRMED! Flash Drive is provided with electronic copies of all proposed manufacturers’ catalogs and/or price lists from which discount is calculated, or fixed price is provided (in “Sell Pricers”). Submitted flash drive is clearly labeled with Offeror’s company name, name of the solicitation, and date deadline.

Price lists include manufacturer part #, description and list or net price, where applicable. Please note we are unable to provide net price on all manufacturer price lists.

iii. Is pricing available for all products and services? Please provide pricing for services based on a range, from minimum price per hour to maximum price per hour, with a not to exceed on the maximum price per hour charge.

CONFIRMED! Pricing is available for all products and services. Please see Additional Services Pricing Matrix attached.

iv. Describe any shipping charges. **CONFIRMED!** Please see Freight Terms by Vendor Matrix attached.

i. Describe delivery charges along with definitions for:

1. **Dock Delivery** – Truck will bring product to order destination. The customer is responsible for unloading the truck. The driver will not assist in unloading.
2. **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.
3. **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.

v. Provide pricing for warranties on all products and services.

Standard manufacturer warranties and MeTEOR's one-year parts and labor warranty are offered free of charge (unless noted otherwise in manufacturer's warranty).

vi. Describe any return and restocking fees.

Returned goods will only be accepted under a Return Authorization number (RA) issued by the Company. Accepted Returns may be subject to a 25% re-stocking and handling fee and any additional freight costs. Special order or custom-made products may not be returned.

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

CONFIRMED! Additional volume discounting is available. Please see attached Vendor Discount Matrix for details.

viii. Describe how customers verify they are receiving Contract pricing.

CONFIRMED! This information is provided within our proposal in Tab 3, section 3.2 "Distribution, Logistics," part C.

ix. Describe payment methods offered.

MeTEOR accepts ACH, check, purchasing (P-Card) and credit card payments. If using purchasing/credit card, 2.5% fee will be assessed to order. Payment terms are 30 days from the date we perform services, unless otherwise specified.

x. 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.

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.

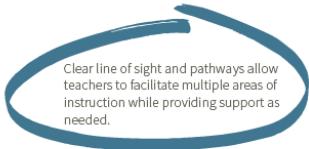
xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

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.

xii. Provide any additional information relevant to this section.

Our pricing is “not to exceed pricing” and if additional savings are available to the customer, those savings will be presented at time of quote.

Preschool Classroom



Clear line of sight and pathways allow teachers to facilitate multiple areas of instruction while providing support as needed.

CLEAR LINE OF SIGHT FOR TEACHER



Easy and organized access to resources and materials facilitate age appropriate student agency and executive functions.



$1+1=2$

Large workspaces allow students to build critical thinking skills through the use of manipulatives as well as foster creativity utilizing a large maker area for both collaborative and independent tasks.



Mobile groupings allow for large collaboration spaces, as well as flexibility for developmentally appropriate parallel play and work spaces.



Tab 3 Performance Capability

Tab 3(a.) - OMNIA Partners

1. OMNIA Partners documents - Appendix D - Exhibit A
2. Exhibits B - G attached.

TAB 3 – APPENDIX D: EXHIBIT A

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 provided within proposal)
- 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 within proposal) 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 over 25 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/UCGSMHgQJxjzHgbh-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.
- 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 (d.b.a. – JR Office Furniture), 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.
- 2001 – Company legally changed name to “Contrax Furnishings”
- 2008 – Company expanded outside Florida (presently, MeTEOR Education offers products and services in over 35 states.)
- 2016 – Changed name to MeTEOR Education, LLC, to encompass all products and services available.

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

MeTEOR currently employs 31 full-time in-house Learning Environment Specialists (i.e. sales persons). Additionally, we have five VPs or Directors of Market Development who focus on sales and seven Managing Directors that assist with and oversee sales in each territory. We are continuing to grow and with growth, we plan to add to our sales team. Below is a listing of MeTEOR’s Sales Team with their locations. Please note that many of our team members travel throughout the nation to cover our clients’ needs.

First Name	Last Name	Job Title	Studio/Market	State
Sharon	Barno	Learning Environment Specialist	4 Corners	CO
Sean	Baum	Senior VP of Market Development	National	CA
Kevin	Beck	Managing Director - PacNW	Pacific Northwest	CA
Eric	Bletscher	Learning Environment Specialist	Central/Southern California	CA
Heather	Bohannon	Learning Environment Specialist	Central/Southern California	CA
Jacqui	Bolenbaugh	Learning Environment Specialist	South Texas	TX
Sharon	Bolle	Learning Environment Specialist	Central/Southern California	CA
Kim	Bolser	Managing Director - Florida	Florida	FL
Liz	Bolton	Learning Environment Specialist	South Texas	TX
Victoria	Brooks	Learning Environment Specialist	Carolinas/Virginia	NC
Kyle	Brown	Learning Environment Specialist	4 Corners	UT
Laura	Burns	Learning Environment Specialist	South Texas	TX
Debby	Cappadona	Learning Environment Specialist	Northern California	CA
Darin	Coleman	Learning Environment Specialist	Florida/Alabama	FL
Jason	Engel	Learning Environment Specialist	Central/Southern California	CA
Karen	Ensley Gray	Learning Environment Specialist	Pacific Northwest	WA
Bob	Farney	Learning Environment Specialist	Northern California	CA
Marty	Groginski	Learning Environment Specialist	Northeast	NY
Sue Ann	Highland	Managing Director - 4 Corners	4 Corners	CO
Brandon	Hillman	Director of Market Development	National	MI
Maggie	Humphrey	Learning Environment Specialist	Florida	FL
Brent	Jones	Learning Environment Specialist	4 Corners	CO
Junior	Kelly	Learning Environment Specialist	Florida/Alabama	FL
Ann	Kitten	Learning Environment Specialist	4 Corners	TX
Jamie	Kline	Learning Environment Specialist	Northeast	CT
Gina	LaBier	Managing Director - Northern California	Northern California	CA
Joe	Laura	Learning Environment Specialist	Northeast	NY
Jordan	Lockhart	Director of Market Development	National	TX
Doug	Luffborough	Managing Director - Central/Southern California	Central/Southern California	CA
Kevin	Mack	Director of Market Development	National	CA
Kim	Madewell	Learning Environment Specialist	North Texas	TX
Riddick	Matt	Managing Studio Director - Carolinas/Virginia	Carolinas/Virginia	NC
Tricia	Olson	Learning Environment Specialist	Northern California	CA
Veronica	Pohl	Learning Environment Specialist	North Texas	TX
Dana	Preble	Learning Environment Specialist	Central/Southern California	CA

First Name	Last Name	Job Title	Studio/Market	State
Keith	Robison	Managing Director - South Texas	South Texas	TX
Alex	Robles	Learning Environment Specialist	4 Corners	NM
Cole	Saxton	Learning Environment Specialist	Pacific Northwest	WA
Kari	Sborov	Learning Environment Specialist	Pacific Northwest	WA
Taylor	Steward	Learning Environment Specialist	Florida	FL
Heather	Waller	Learning Environment Specialist	Florida	FL
Cindy	Wessel	Exec. VP of Sales & Market Development	National	VA
Jason	Zalewski	Learning Environment Specialist	Carolinas/Virginia	NC

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

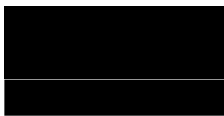
MeTEOR supports markets nationwide with nine Local Studio teams. We also have three physical offices at the following locations.

Corporate Headquarters
690 NE 23rd Avenue
Gainesville, FL 32609

Central Headquarters
5000 Quorum Drive, Ste. 625
Dallas, TX 75254

West Headquarters
1318 E. Shaw, Ste. 415
Fresno, CA 93710

D. Annual sales for the three previous fiscal years.



E. FEIN and Dunn & Bradstreet

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.



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

F. Describe any green or environmental initiatives or policies.

As a national supplier, primarily for public schools, MeTEOR is very familiar with the desire of school districts to go green. MeTEOR is committed to providing the highest quality items using manufacturers committed to the environment, while staying within your budget. As a dealer for over 130 manufacturers, we have numerous product offerings that comply with various environmentally friendly standards and requirements.

Our Learning Environment Specialists are highly trained and able to provide solutions to meet any LEED goal, from “certified” to “platinum.” In addition, MeTEOR has two LEED Accredited Professionals on staff that can assist with any green building needs.

MeTEOR is dedicated to utilizing manufacturers that are committed to protecting the environment. MeTEOR’s strategic vendors must pursue programs that promote green manufacturing practices.

Examples of these programs include:

- Using environmentally friendly and/or recycled materials in the production of products (ex: using post-consumer recycled material like steel)
- Pursuing green product certifications (ex: Forest Stewardship Council certified wood)
- Implementing other programs that demonstrate a commitment to environmental protection. (ex: using local materials)

Below are descriptions of some of the certifications our manufacturers hold. Once final products are selected, specific product certificates can be provided.



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: <https://fsc.org/en/page/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: <http://greenguard.org/en/about.aspx>



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.

Website: <https://www.mascertifiedgreen.com/about-us>

GreenSafeCertified –

Safety – All products displaying the GreenSafeCertified™ emblem are made of materials and components that have been rigorously tested to meet all applicable safety regulations.

Healthy – All products displaying the GreenSafeCertified™ emblem are manufactured using materials and components that have been certified to meet or exceed all applicable health regulations for lead and VOC's.

Compliant – All products displaying the GreenSafeCertified™ emblem are manufactured using materials and components have been tested and certified as compliant with all applicable regulations.

Environmentally Conscious - All products displaying the GreenSafeCertified™ emblem are manufactured using the most advanced techniques to insure minimal environmental impact.

Sustainability – All products displaying the GreenSafeCertified™ emblem are manufactured of materials that have been selected for their sustainability and environmental friendliness.

Website: <https://greensafecertified.com>



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. Unlike single-attribute eco-labels, 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: <http://mbdc.com/how-to-get-your-product-cradle-to-cradle-certified/>

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.

Website: <http://www.carpet-rug.org/green-label-plus.html>



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: <http://www.ecolabelindex.com/ecolabel/epp-downstream>

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>

G. 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.

MeTEOR's partners with suppliers, freight carriers, and installation companies that hold HUB, MWBE and DVBE certifications. Please see certification examples provided in Tab 6. 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 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.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

MeTEOR does not hold any of these certifications, but some of our manufacturers, freight carriers, and installation partners hold these certifications.

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 Connect 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 (i.e. – collaborative learning

product and instruction) 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 Connect Project Management System.

- Organizational Size and Strength. These qualities are seen in our focus in the educational market. MeTEOR operates actively in 38 states 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 130 manufacturers. 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.
 - o The MeTEOR Connect 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.
 - o 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.
 - o One Year Walk-through Review. For large projects, METEOR will schedule an anniversary walk-through 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 **M**ethods, **T**ools, **E**nvironments + **R**elationships. 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 130 manufacturers. 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
- + METEOR Connect 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

About MeTEOR

MeTEOR Education's team of educational consultants, learning environment designers and industry experts help communities create transformational learning experiences. Through purposeful design we effectively combine methods, tools and environments in a way that empowers teacher-student and student-to-student relationships. The end result is an increase in student engagement, capacity and overall achievement.

Our firm has focused on K-12 "turn-key" projects for the past 30 years and has successfully completed over [REDACTED] of school furnishings – during that time. Our firm is nationally recognized as a highly experienced and reputable project-focused furniture company.

MeTEOR Education stands out in the furnishings industry as a firm that provides unparalleled services to customers. Our customers desire and benefit from extra attention to detail, higher quality products, full in-house support and long-term service.

<https://youtu.be/6qgmiKJm2fo>

Who we are

Our Mission

To inspire and support communities and their students in creating transformational learning experiences.

Our Vision

We will be a recognized leader and trusted partner in the design of sustainable, engaging, humanized learning experiences.

We will never stop innovating.

We travel in one boat.



We go the extra mile.

We are a learning organization.

We all have a voice.



Services

- + Needs Assessment
- + Furniture Assessment
- + Overall Budget Analysis
- + Educational Training
- + Professional Development
- + Classroom Strategy & Lesson Plan Development
- + Bid/Contract Documentation
- + MeTEOR Connect 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

Design Studio (Needs Assessment + Professional Development + Coaching)

Develop teacher fluency and ensure transfer of best practice teaching and learning to the classroom and Professional Learning Community.

Learning Design Services (High-Impact Learning Experiences)

Our expert consultants can help you develop your teams to enable improved learning outcomes.

Modernization Program Management

Needs assessment and sustainable program design for end-to-end modern learning environments district-wide.

High-Impact Environment Design (Interior Design)

Tailored interior design services to meet your environment needs and instructional priorities.

Project Management & Installation of Furnishings

Project management for delivery and installation of your environments. We offer a turn-key solution to your furnishing needs. From initial planning and product selection, to delivery, installation and punch-list resolution, MeTEOR Education will be with you every step of the way.

Recycle, Repurpose, Reuse

Go green! Ensure materials are reused in your next project or recycled to another user. MeTEOR Education can do a full inventory of existing assets and plan to recycle, repurpose or reuse your existing assets.



Check out our YouTube channel for great videos about the MeTEOR journey and customer success stories!

Or visit our website
meteoreducation.com/

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 for 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. Local project manager will coordinate all deliveries and oversee installation team. Distributing products and service 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 ensure 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 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.

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

MeTEOR has [REDACTED] 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 130 manufacturers 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 an 8000 sq.ft. warehouse in Gainesville, Florida. Most of our manufacturers have storage space available and can hold product until desired ship date. Typically, we deliver product directly from 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 than can be utilized, if needed.

3.3 Marketing and Sales

A. 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, 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 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.

- First Month After Award
 - Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days. We have several ways to communicate internally including Yammer, Weekly Newsletter, Formatted Emails from our Strategic Sourcing Team, and Team Meeting in-person and through Zoom. We would celebrate the award of this contract and communicate leadership endorsement through these vehicles.
 - Input contract details into our internal quoting system
 - Create training materials to include:
 - Key features of Master Agreement
 - Information on the solicitation process
 - Details of the range of Public Agencies that can utilize the Master Agreement through Region 4 ESC/OMNIA
- Second Month After Award
 - Educate executive sales and quote team members on all contract details. MeTEOR's executive leadership, along with the OMNIA Partners, Public Sector team will be included in training.
 - Finalize contract details in internal quoting system
 - Run test quote in internal quoting system
- Third Month After Award
 - Train all sales team and quote team members through webinars prior to contract start date. MeTEOR's executive leadership, along with the OMNIA Partners, Public Sector team will be included in training.
- 90+ Days After Award
 - Continuing education on contract details
 - Evaluate contract sales and create action plan to increase sales, if needed

B. 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, Public Sector 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, Public Sector 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, Public Sector.
 - 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, Public Sector internet web-based homepage on Supplier's website 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;
 - 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
- 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 dedicated 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.

B. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. 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 ESC
- OMNIA/Norfolk Public Schools
- MISBO
- TIPS
- BuyBoard
- Region 3
- Region 5

- Region 7
- PCA

D. 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.

E. 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:

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

F. 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:

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

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

- o **Executive Support**
 - Bill Latham, CEO; P: 800-699-7516; E: blatham@meteorededucation.com
 - Russ Nagel, Executive VP of Corporate Operations; P: 800-699-7516; E: rnagel@meteorededucation.com
 - Patrick Horne, Executive Director, Strategic Assortment; P: 800-699-7516; E: phorne@meteorededucation.com

- **Marketing** - Ruth Brus, Executive Director, M3 Collaborative; P: 800-699-7516;
E: rbrus@meteoreducation.com
- **Sales** - Cindy Wessel, Executive VP of Sales & Market Development; P: 800-699-7516;
E: cwessel@meteoreducation.com
- **Sales Support** - Cindy Wessel, Executive VP of Sales & Market Development; P: 800-699-7516;
E: cwessel@meteoreducation.com
- **Financial Reporting** - Cameron Gibbs, Purchasing Coordinator; P: 800-699-7516;
E: cgibbs@meteoreducation.com
- **Accounts Payable** – Beth Barnett, Director of Billing and Collections; P: 800-699-7516;
E: bbarnett@meteoreduation.com
- **Contracts** – Caroline Smith, Director of Strategic Sourcing; P: 800-699-7516;
E: csmith@meteoreducation.com

H. 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 9 local Studios. Each Studio is overseen by a Managing Director (or General Manager) and contain personnel with the following functions: Learning Environment Specialist (sales), Interior Designers, Project Coordinators (includes quoting and project intake), and Project Managers. Each studio reports to a General Manager. In addition, we have Support Services personnel that support all studios with personnel in the following functions: Educational Designers (Educational Training & Professional Development), Finance, Purchasing, Strategic Sourcing, Strategic Bid & Contracts, Logistics, Service, System Support, IT, Marketing, Training/Best Practice Leaders, Executives, etc.

Please see previously provided sales team directory with location of each team member. Below are the contacts for the executives in charge of the sales team:

- Lead Contact: Cindy Wessel – Executive VP of Sales & Market Development, P: 321-355-8445;
E: cwessel@meteoreducation.com
- David Kinley – Executive General Manager – East, P: 770-359-9062;
E: dkinley@meteoreducation.com
- Sandy Overstreet – Executive General Manager – West, P: 630-768-2687;
E: soverstreet@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.

I. 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 9 years.

J. 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.

Over 95% of our sales come from the public sector. Please see response in section 3.1 Part D for annual sales volumes.

Attached please find MeTEOR's top 10 public agency customer list.

2018 TOP 10 CUSTOMER SALES		
Customer	Key Contact	Total
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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.

The MeTEOR Connect 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. MeTEOR Connect 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 Connect 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

Please see MeTEOR Connect insert attached in TAB 5.

Limitations: While we currently offer an impressive 24/7 online project management system, MeTEOR Connect, 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 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Per the pre-bid conference and subsequent questions and answers for this solicitation, suppliers are not required to guaranteed sales off this contract. Therefore, MeTEOR does not guarantee any sales off this contract.

[REDACTED]. Again, this is NOT A GUARANTEE. We will pay the 3% user fee based off actual sales and not this forecast.

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, Public Sector).
- 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, Public Sector 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, Public Sector).
- 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 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, a 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.

TAB 3 - EVALUATION CRITERIA
Performance Capability (30 Points)

- i. 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.

CONFIRMED! Please see attached detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, and 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.

CONFIRMED! We've reviewed the required documents and any exceptions have be noted on Appendix B.

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

CONFIRMED! Please see attached Appendix D, Exhibit F. Federal Funds Certifications and Exhibit G. New Jersey Business Compliance.

iv. 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.

v. What is Offeror's average Fill Rate?

98%

vi. 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.

vii. Describe Offeror's return and restocking policy.

Returned goods will only be accepted under a Return Authorization number (RA) issued by the Company. Accepted Returns may be subject to a 25% re-stocking and handling fee and any additional freight costs. Special order or custom-made products may not be returned.

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

All customer issues are tracked through our 24/7 online project management platform, MeTEOR Connect. 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.



ix. 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 Connect 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 the MeTEOR Connect portal and sent to the manufacturer for processing. This will be visible to the client via their version of MeTEOR Connect.
- 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 damaged product needs to be returned, Service Department will make arrangements for pick-up of damaged item.
- New product will be delivered to 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 Connect.

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, MeTEOR Connect
- 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 Connect, 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 Connect, 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 though the MeTEOR Connect online project management system. All punch-list items are tracked by work order to their completion.

- Full-Time Service and Warranty Group – Warranties will be provided to district and full-time staff can assist with any of your warranty needs.
- One Year Walkthrough

MeTEOR employees strive to build longstanding relationships with customers by offering the highest quality and customer service in the industry. Our project experience and references are second to none.

x. 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 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 a format that is acceptable to the client, including providing invoices that are structured identically to the quote.

Payment Terms – Payment terms are 30 days from the date we perform services, 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. Special orders (where we order colors or styles not in our normal stock) are subject to a restocking fee of 25% of the price of the item(s) returned. 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.

Acceptable Methods of Payments – MeTEOR accepts ACH, check, purchasing (P-Card) and credit card payments. If using purchasing cards, 2.5% fee will be assessed to order. Also note, all fees for performance and payment bonds will be paid by customer. MeTEOR’s current bonding fee is 2% of project cost. Rate is subject to change, so please confirm bonding rate at time of order placement.

xi. Describe Offeror’s contract implementation/customer transition plan.

CONFIRMED! This information is provided within our proposal in Tab 3, section 3.3 “Marketing & Sales” responses. In summary, as a current Region 4 ESC/OMNIA contract holder, contract implementation should be seamless as we are very familiar with Region 4 ESC, OMNIA, and our current agreement and already have all the infrastructure in place to meet the requirements of the contract. OMNIA has been our preeminent contract for many years and most of our clients are already transitioned. We will continue to present it as our preferred contract going forward.

xii. 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. Attached are reference letters from our bank and bonding agent. Financial statements are available upon request.

xiii. 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

MeTEOR Connect: <https://meteorconnect.com>.

In addition to our main website, we also use our proprietary MeTEOR Connect 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. Please see MeTEOR Connect insert in TAB 5 for additional information.

In addition, we are excited to launch our online catalog with ordering capabilities to registered MeTEOR Connect clients in 2020.

xiv. 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 2016-2018 OSHA Form 300A reports attached.

xv. Provide any additional information relevant to this section.

Please see attached information:

- o Project management Process
- o Installation Process
- o Service After the Sale

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

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)			
(1) Injury	0	(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 690 NE 23rd Ave
 City Gainesville State FL Zip 32609

Industry description (e.g., Manufacture of motor truck trailers)
New School/Office Equipment & Furniture Supplies

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
4 5 4 3 9 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.

Leigh Hall
Company executive

Director, HR and Ta
Title

800-699-7514
Phone

5/24/2019
Date



Summary of Work-Related Injuries and Illnesses

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

Form approved OMB no. 1218-0176

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Leigh Hall
Company executive

Director, HR and Ta
Title

800-699-7514
Phone

5/24/2019
Date



Project Management Process

Username

Password

→ LOGIN

1) Purchase Order Verifications – All products placed on order for projects are verified for accuracy with quotes, drawings, and against the customer’s project signoff. All purchase orders are acknowledged in writing with the customer once received. Any missing information or discrepancies found are verified in writing with the client for clarity.

2) Purchase Ordering Tracking – This is done via MeTEOR Connect, MeTEOR’s 24/7 web-access portal. All aspects of the project are available for review in MeTEOR Connect. The web information gives the greatest overall flexibility to both the client’s organization and ours. We are able to communicate off of a common, readily available platform that removes historical geographic barriers of effective communication. You have access to your information and can make changes all the time, not just when people are at their location.

3) Purchasing Procedures – MeTEOR places orders with factories based on the time schedule and lead times associated with the project once verified by project management. Factory orders are acknowledged and checked for accuracy once placed to ensure proper SKU, options, colors, and availability.

4) Professional Project Management – MeTEOR committed to a new program – Each project manager will complete his or her project management certification in order to provide superior project management support. All projects are assigned individually to one of our experienced project managers. They are assigned “cradle to grave” from the receipt of the PO to the completion of the installation. The project managers work directly with the Lead Installers to ensure proper communication, setup for install work and changes throughout the process. It is important to note: while sales associates remain active throughout the life of a project, they are not trying to “manage” projects (which is not their primary role).

5) Coordination and Information – Our project managers are MeTEOR operations representatives that monitor and evaluate progress and coordinate our work from the areas and school sites directly. The project manager works directly with the installation crew onsite to ensure that communications regarding deliveries, job site challenges and work progress are closely monitored. The project managers ensure efficient, timely coordinated work from our professional installation teams. They are involved from the beginning of the project specifications through to the end of the work.

6) Logistics Management – METEOR employs a full-time Logistics team. These individuals are responsible for scheduling all incoming loads from factories and all deliveries in the field. This enables an even greater level of logistics control and execution.

7) Weekly Communication – Our project manager communicates weekly with the client as the project moves forward. This ensures that changes to the job schedule that affect the furniture delivery schedule will be caught and the proper revisions to the plans are made. This weekly communication can occur as a conference call, in regularly planned construction meetings at the client’s invitation and via web conferencing.

METEOR Model Environment: Learning Commons



+ Environments

Students are able to choose the best environment for them to collaborate, research or design.



+ Relationships

Students demonstrate an ability to express thoughts, feelings and ideas while in a safe environment.



+ Methods

Teachers utilize open spaces for students to read, problem solve or create with both teams or individually.



+ Tools

Tall tables with stools provides a space for students to collaborate on tasks and have plenty of table top area for devices and tools.



Installation Process

1) Weekly Communication Prior to Arrival – During the two months preceding the estimated installation dates, METEOR Project Managers provide a weekly review with county representatives and their contractor to discuss the building installation schedule. This communication is designed to provide the most current information and allow for the earliest possible installation dates. Often, we find that during this period, we can schedule “phased installs” of the buildings (i.e., administration) so that staff can begin to function in the areas of the school that are completed.

2) Project Meetings– The responsible project manager, sales associate, lead installer and operations manager will conference 2 to 3 weeks before the install is scheduled to review all project documents, drawings, special considerations and any new or breaking information related to the project. This meeting often allows for transfer of otherwise lost information the salesman has about the client, their unique situation and their priorities. It allows for an orderly flow of information prior to the installation commencing.

3) Site Visits– The project manager, lead installer and sales associate all make periodic site visits during the construction phase, if applicable, of the project and become more frequent as time draws near for the installation. Site visits allow for familiarity with job-site procedures, contractor personnel and realistic progress of construction relative to what we are being “told” by the contractor. We are often able to establish excellent rapport with the contractor’s onsite personnel which makes for a smoother process during the installation.

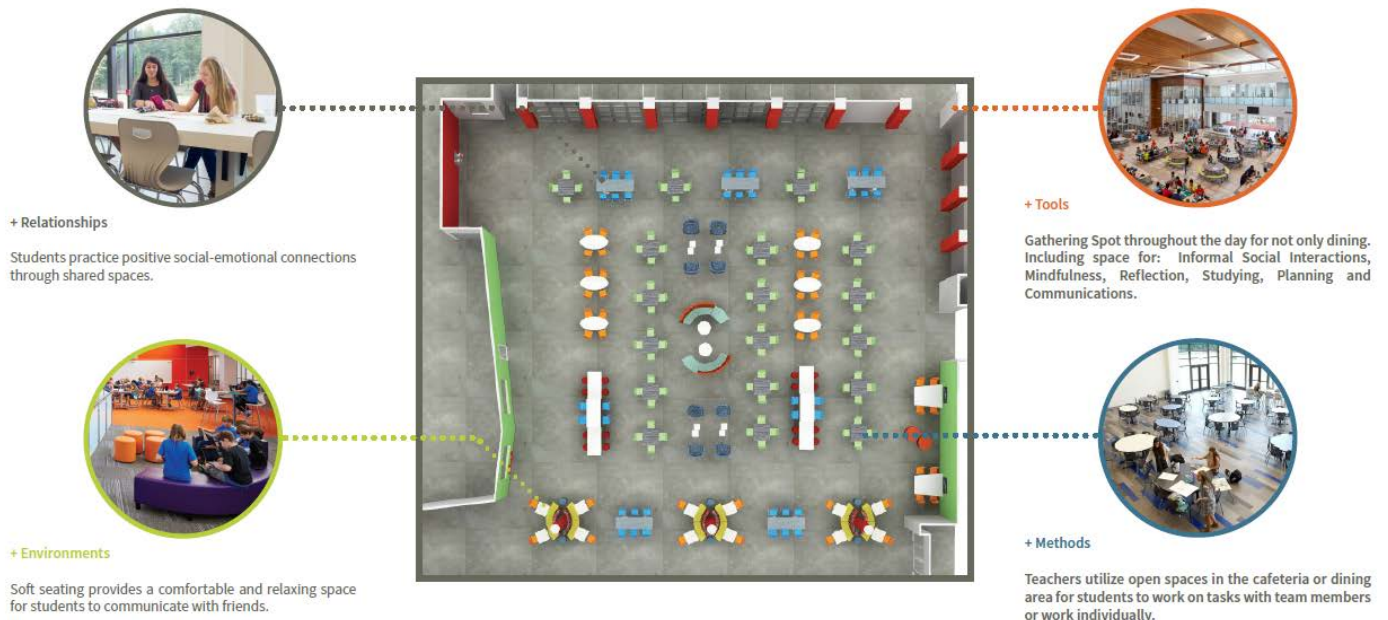
4) Installation Crews– As evidenced by our experience listing, our lead installers are second-to-none throughout the United States. Our installation crews are professional crews trained and experienced in the product they handle. All installation crews are in contact with our local project manager throughout the duration of the installation. All installation professionals have background screening and are licensed and insured. These crews return to the same job until completed, giving greater familiarity with the jobsite, school layout and customer priorities.

5) Initial Installation– Our lead installers typically receive 10-25 truckloads (varies on the size of the project) onsite during the course of an installation. All documents needed for installation and layout work are provided to and reviewed in advance by our crews. Additionally, these items are available online to both customers and installation crews for use throughout the process as needed. 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 installation to ensure adequate progress and identify any issues that may arise during the distribution process.

6) Service Issues During Installation – METEOR has a unique online system that allows for instant communication of damaged, missing, or incorrect items as the installation progresses. This system allows for immediate service requests and with METEOR full-time service department, these items are cleared and ordered daily. This expedites the resolution of all punch-list items. All items are available for daily review during and after the installation via the METEOR web-project portal.

7) Final Project Walkthrough/Delivery Acceptance– Our sales associate and project lead will walk through the site once all furniture has been set in place and is ready for use. During the walkthrough, all room lists are reviewed with the client, all service items are reviewed, copies of the work orders are given to the client and any additional requests the client has for “changing” some rooms (which always happens) are reviewed. The salesman and lead will show school personnel how to adjust their chairs, maintenance staff recommended care, and use for product, and ensure school personnel are aware of website service request forms and use.

METEOR Model Environment: Café and Dining





Service After the Sale

1) Service and follow-up activities– MeTEOR utilizes a comprehensive system for follow-up and response once the initial installation is completed. All punch-list items are tracked by work order to their completion. Again, all open service items are tracked and available for review 24/7 on the MeTEOR Connect Project Management website. We average 4 weeks to completely finish the punch lists from jobs.

2) One-Year Service Warranty– MeTEOR warrants all products sold to the end user with a one year service warranty (above any manufacturer’s warranty). No such warranty exists from our competitors.

3) Full-Time Service and Warranty Group– This provides a much faster cycle time to completion due to service being handled by a specific team in our operations department.

4) One Year Walk-through Review– MeTEOR will schedule an anniversary walk-through after the first year in the facility. Again, the original sales associate and service manager will walk through the site with the client to identify any issues and validate all warranty issues. MeTEOR warrants all parts and labor for one year after the original installation. 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. Our website makes accessing service simple by filling out an electronic request, faxing a request, or simply calling the 800 number.

5) Maintenance Contracts – MeTEOR also has its own furniture maintenance company that can be utilized to perform routine preventative maintenance on items such as cafeteria tables (which have manufacturer recommended maintenance intervals). Our technicians are factory trained and can offer a wide variety of services such as case good repair, repair of other competitors’ products, and regular inspection of furniture to keep it in top working order. These offerings are made to clients in addition to our regular services.

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the

indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C (“Contract Sales Report”), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10 day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency’s sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector’s sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier’s submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency’s sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector’s sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector’s sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier’s monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector’s reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector’s costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector’s rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector’s sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of

OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES

THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY, A
DELAWARE CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR AND/OR
COMMUNITIES PROGRAM MANAGEMENT,
LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY D/B/A U.S. COMMUNITIES**

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

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 \$150,000, 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 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 \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 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  _____ 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  _____ 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  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  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  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  Initials of Authorized Representative of offeror

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, Public Sector's 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 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

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.

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

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

Company Name: MeTEOR Education, LLC.

Street: 690 NE 23rd Avenue

City, State, Zip Code: Gainesville, FL 32609

Complete as appropriate:

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

OR:

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

OR:

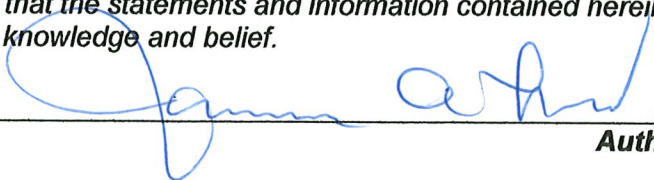
I N/A, an authorized representative of N/A, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation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

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

Name	Address	Interest
SMC Contrax Holdings, LLC.	555 Pleasantville Rd., Ste. 220 S Bldg., Briarcliff Manor, NY 10510	85%

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

12-2-19
Date

 Secretary
Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: MeTEOR Education, LLC.

Street: 690 NE 23rd Avenue

City, State, Zip Code: Gainesville, FL 32609

State of Florida

County of Alachua

I, James A. Land of Gainesville
the MeTEOR Education, LLC.
Name City

in the County of Alachua, State of Florida

of full age, being duly sworn according to law on my oath depose and say that:

I am the Secretary of the firm of MeTEOR Education, LLC.
Title Company Name

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

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

MeTEOR Education, LLC.
Company Name

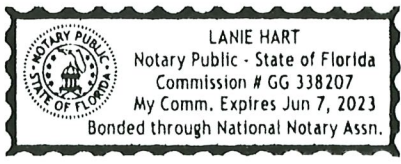
James A. Land Secretary
Authorized Signature & Title

Subscribed and sworn before me

this 2nd day of December, 20 19

Lanie Hart Lanie Hart

Notary Public of State of Florida
My commission expires June 7, 20 23



SEAL

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

Company Name: MeTEOR Education, LLC.

Street: 690 NE 23rd Avenue

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 photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

XX 3. A complete Affirmative Action Employee Information Report (AA302)

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

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.

12-2-19

Date


Authorized Signature and Title

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).

Type text here



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/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."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

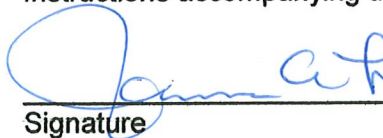
Required Pursuant to N.J.S.A. 19:44A-20.26

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

Part I – Vendor Information

Vendor Name:	MeTEOR Education, LLC.		
Address:	690 NE 23rd Avenue		
City:	Gainesville	State: FL	Zip: 32609

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

 Signature	James A. Land Printed Name	Secretary Title
--	-------------------------------	--------------------

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

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

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

County Name: N/A

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County: N/A

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: MeTEOR Education, LLC.

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: SMC Contrax Holdings, LLC.	Name: N/A
Home Address: 555 Pleasantville Rd., Ste. 220 S Bldg. Briarcliff Manor, NY 10510	Home Address:
Name: N/A	Name: N/A
Home Address:	Home Address:
Name: N/A	Name: N/A
Home Address:	Home Address:

Subscribed and sworn before me this 2 day of
December, 2019

(Notary Public)

My Commission expires: June 7, 2023

Lanie Hart

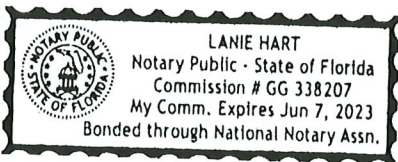
James A. Land

(Affiant)

James A. Land, Secretary

(Print name & title of affiant)

(Corporate Seal)



Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Region 4 ESC #19-18

Bidder/Offeror: MeTEOR Education, LLC.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name	<u>N/A</u>	Relationship to Bidder/Offeror	<u>N/A</u>
Description of Activities	<u>N/A</u>		
Duration of Engagement	<u>N/A</u>	Anticipated Cessation Date	<u>N/A</u>
Bidder/Offeror Contact Name	<u>N/A</u>	Contact Phone Number	<u>N/A</u>

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): James A. Land

Signature: 

Title: Secretary

Date: 12-2-19

DOC #7

**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.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

01/30/19

Taxpayer Identification# 972-295-713/500

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

RECEIVED
FEB 08 2019

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08648-0252

TAXPAYER NAME:
METEOR EDUCATION, LLC

TRADE NAME:

ADDRESS:
690 NE 23RD AVE
GAINESVILLE FL 32609
EFFECTIVE DATE:

SEQUENCE NUMBER:
2311113

01/30/19

ISSUANCE DATE:
01/30/19

Director
New Jersey Division of Revenue

FORM-BRC

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

(04-08) D205840V

Tab 4 Qualification & Experience

1. a. References
2. Evaluation Criteria

TAB 4 - EVALUATION CRITERIA

Qualification and Experience (20 Points)

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

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.
- 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 (d.b.a. – JR Office Furniture), 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.
- 2001 – Company legally changed name to “Contrax Furnishings”
- 2008 – Company expanded from Florida (presently, MeTEOR Education offers products and services in over 35 states)
- 2016 – Changed name to MeTEOR Education, LLC, to encompass all products and services available.

ii. Describe Offeror’s reputation in the marketplace.

MeTEOR is the recognized leader in High-Impact Learning Environments and High-Impact Learning Experiences, truly “connecting the dots.” Our firm is nationally recognized as a highly experienced and reputable project-focused company. We are viewed as an industry thought leader with leadership that is driven to not only provide amazing spaces for kids to learn, but to go beyond that to ensure their educational experience as a whole is engaging and prepares students for success in life. Thought leadership in the industry has lead Bill Latham, MeTEOR’s CEO, to co-author the book *Humanizing the Education Machine* and he is set to release a new book soon.

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

MeTEOR Education stands out in the furnishings industry as a firm that provides unparalleled services to customers. Our customers desire and benefit from extra attention to detail, higher quality products, full in-house support, and long-term service.

As a dealer representing over 130 manufacturers, MeTEOR is fully capable of providing all required products and services including, but not limited to:

- High-Impact Environment Design (Interior Design). Tailored interior design services to meet your environment needs and instructional priorities.
- Project Management & Installation of Furnishings. Project management for delivery and installation of your environments. We offer a turn-key solution to your furnishing needs. From initial planning and product selection, to delivery, installation and punch-list resolution, MeTEOR Education will be with you every step of the way.
- Design Studio (Needs Assessment + Professional Development + Coaching). Develop teacher fluency and ensure transfer of best practice teaching and learning to the classroom and Professional Learning Community.
- Learning Design Services (High-Impact Learning Experiences). Our expert consultants can help you develop your teams to enable improved learning outcomes.
- Modernization Program Management. Needs assessment and sustainable program design for end-to-end modern learning environments district-wide.
- Recycle, Repurpose, Reuse. Go Green! Ensure materials are reused in your next project or recycled to another user. MeTEOR Education can do a full inventory of existing assets and make a plan to recycle, repurpose or reuse your existing assets

iv. Describe the experience and qualification of key employees.

Please see MeTEOR's team of key personnel attached.

v. Describe Offeror's experience working with the government sector.

MeTEOR has focused on K-12 public school "turn-key" projects for over 25 years and has successfully completed countless school packages – over ██████████ 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.

vi. 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.



MeTEOR's Key Personnel



The following are MeTEOR's Key personnel for this contract. In addition to the executive personnel listed below, MeTEOR has ■ 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 16 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 into giving 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 workers. 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 a 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 or district.

Dr. Page Dettmann – Chief Education Evangelist

Dr. Dettmann brings value to school districts by:

- Working with district personnel to create a job description defining the skill set and role the school district “champion” of their initiative
- Supporting administrators in analysis of and redefinition of culture and current teaching practices
- Meeting with the school district “champion” to provide support in implementation of the district educational initiative
- Collaboration with designated leadership to develop professional development aligned with district-designed pedagogy
- Sharing ideas relative to assessment of initiative implementation



Dr. Dettmann has earned several degrees, including bachelor's in Family and Consumer Sciences/Human Sciences from Iowa State University, bachelor's in Elementary Education from Buena Vista University, Master of Science in Education from Western Illinois University and Ph.D. in Educational Policy and Management from the University of Oregon. Her education prepared her for a thriving career as a principal in the public school system. From 1993 to 2007 she served as a principal for several schools in the Sarasota County School District in Sarasota, FL. In 2007, she became the Executive Director of Middle Schools for Sarasota County Schools. In that position, she offered district leadership and supervision of 8 schools. She holds a Principal Certification in 4 states and a Superintendent's Certification in 3 states.

Page is passionate about helping schools improve student engagement and increase student achievement using learning tools and ideas. She is also a collaborator with the Education Foundation and Helios Foundation to provide relevant, research-based professional development opportunities, primarily designed and provided by teachers for teachers.



Kevin Baird – Chief Strategy Officer

Kevin Baird is a co-author of the Pathway for College & Career Standards Implementation. For more than 20 years he has served schools, districts, state and national education offices as an expert in the use of technology to achieve College & Career Ready outcomes along with implementation of change models to drive sustainable, enhanced learning outcomes.

Mr. Baird is the creator of the Common Core Black Belt Certification Graduate Program accredited by the University of Southern California, Rossier School of Education, and serves as Graduate Faculty for numerous blended learning courses for school administrators. He has participated in educational research on every continent except Antarctica. Outside of education, Mr. Baird led development of a national information and alerting system related to weather and traffic with the government of the People's Republic of China, and holds patents in the development of innovative technologies in media.

He is a Beinecke National Scholar, a Wingspread Scholar, has served on the Secretary's Circle of Phi Beta Kappa, has contributed to the State Collaborative for the Survey of Enacted Curriculum led by the CCSSO and the University

of Wisconsin Center for Education Research, and has served as an executive for multiple education publishers. In his role as Chief Strategy Officer, Mr. Baird oversees our Marketing Department, Strategic Market Development Group, Executive Strategy Group, and our Learning Experience Operations.

Russ Nagel - Executive Vice President of Strategic Sourcing

Russ Nagel is the Executive Vice President of Strategic Sourcing at MeTEOR Education. In this role it is his primary responsibility to make sure we work with our manufacturer partners to provide the best solutions for educational environments. Additionally, that these products meet all educational needs, quality standards and are delivered on time. Our goal is to always exceed your expectations and our team works every day to accomplish this goal.

Over the last 30 plus years Russ has worked closely with school districts to develop and produce effective, high-quality products that will work well in schools and enhance the curriculum and learning objectives. Throughout this tenure he has been privileged to work with hundreds of districts to help them grow, change and develop more engaging spaces that are needed to help today's students, teachers and administrators grow and flourish.



David Kinley - Executive General Manager – East

David graduated from Iowa State University – he is a high-energy, 18-year veteran of the school and equipment industry. He began this journey as MeTEOR's Regional Sales Manager overseeing 22 counties and now, being the Senior Vice President of Sales, he manages the entire MeTEOR sales team. David's ability to work alongside Sales Representatives and top-level School District personnel maintaining the balance between all working parties has proven him to be a true asset on projects of all sizes. David's drive and focus to provide High Impact Learning Environments to every student and every teacher is leading the charge to inspire and support transformational learning experiences one community at

a time.

Sandy Overstreet – Executive General Manager – West

Sandy joined Contrax in 2009 as a Project Manager covering the East Region. She has since expanded her role to Executive General Manager over the entire western region. Sandy graduated from Waubensee Community College with an Associate Degree in Liberal Arts. Prior to entering the furnishings industry, Sandy worked as a Human Resources and Professional Development Manager, overseeing the training of over 75 staff members. Since then, she has worked in the furnishings industry for over 10 years. Sandy is a member of PMI (Project Management Institute) and has a CAPM Certification (Certified Assoc. in Project Management). She also is a member of SHRM (Society of Human Resources Management with a PHR Certification (Professional in Human Resources).

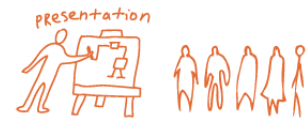




Cindy Wessel - Executive VP of Sales & Market Development

Cindy is empowering sales team members through innovative best practices while being a representative of their function through collaborative interactions nationally with others in our company.

She has worked in the K-12 and Higher Education market since 1983 in various roles; early on leading a successful manufacturing company's inception into the educational market while also an entrepreneur opening and selling a profitable education furniture dealership in Michigan.



Blended learning can be enhanced through technology integration as well as individualized instruction using student choice and voice through authentic learning opportunities.



Shared and individual workspaces (writeable walls, digital space, etc.) promote accelerated engagement and increased opportunities for ideation, critical reasoning and creativity.



Relevance-oriented learning opportunities can be enhanced by collaborative groupings as well as increasing a student's social awareness through content integration and academic discourse.



MULTI-HEIGHT TABLES



Secondary Classroom



vii. Provide a minimum of 10 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 MeTEOR's references attached.

viii. Provide any additional information relevant to this section.

Please visit our YouTube channel at: <https://www.youtube.com/channel/UCGSMHgOJxizHgbh-TAlbY1A/videos>. There are several videos of completed projects that display our capacity, qualifications and experience. Many of the video include interviews from end users, both students and school/district staff, that further showcase our reputation in the marketplace.



1st - 2nd Grade Classroom

Multiple focused instruction areas allow teachers to move throughout the classroom and microteach a concept to redirect or refine student learning when needed without disturbance.

Students are able to use their "collective brains" through grouping options that promote cooperative and collaborative tasks while enhancing social and emotional skills in an authentic environment.


LITERACY RICH ENVIRONMENT

FLEXIBLE SEATING



Face to face communication helps students create connections and provides a socially and intellectually safe space for students to practice speaking and listening skills.

Teacher is easily able to circulate through clear pathways as an activator of learning to create a more student-centered classroom while allowing student preference through multiple seating options.



Tab 5 Value Add

TAB 5 - EVALUATION CRITERIA ValueAdd (30 Points)

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

Please see the attached documents:

- o MeTEOR Connect Overview
- o Design Capabilities
- o Furniture Assessment Capabilities
- o Recycling information through IRN
- o Educational Consulting

In addition, please see the attached Additional Services Matrix in Tab 2.

See the Possibilities Create Your Space

Utilizing cutting edge, web-based modeling tools, our team works with you to create, visualize and refine your plan. See it before you own it! METEOR employs a full-time design team to ensure our customers get the full design attention they desire.

Major Benefits of space planning by METEOR

1. True visualization of the environment
2. Design spaces to be more flexible by modeling layouts
3. Control costs associated with “over-buying” product that doesn’t fit



Full Space Planning and Layout Services

MeTEOR Design Services Group, including licensed designers, work in concert with our sales force to complete full layouts for all critical space in your facility. Customers can use space-planning tools to help select the products that will maximize their space. Being able to preview what the selected furniture will look like in your unique space, helps to ensure overall customer satisfaction and quality assurance. The following summarizes the list of available drawing services that are all included at no additional space planning charge with our total school programs:

1) 2D Space Planning – The initial phase of project planning would be incomplete without reviewing the architectural plans and layouts. As part of this review, we add our products into the architectural floor plans and ensure proper spacing and function. These plans are reviewed by sales team members with the end users for accuracy and changes are made based on the various goals and feedback from the client. Full plans and all associated review are included as part of the service package offered by MeTEOR. There are no additional charges for updates to drawings.

2) 3D Renderings and Walkthroughs – MeTEOR Education has the ability to bring your school to life months before it's actually completed. Our 3D renderings and virtual tours enable you to experience a realistic view of any room or area utilizing a new technology known as ICE. Sensitive areas such as media centers, cafeterias, classrooms and administrative offices are laid out in stunning detail. This allows for more realistic review of final planned furnishings and often helps create excitement and more in-depth conversations about the use of space and the overall use of the rooms. Our modeling software does not require the end user to purchase expensive software, but instead utilizes a simple program available for FREE. If desired, we can also make walkthrough movie files for virtual touring of the furniture and space plan.

3) Web Access – All plan layouts and 3D renderings are available for use by our clients, 24/7 on their MeTEOR Connect project webpage. In addition to these, MeTEOR also posts files of these spaces that can be opened and rotated in space (a virtual walkthrough) using a simple web viewer (available for free download).



Product Selections and Color Boards

Not only does the METEOR Sales Team and Design Services Group work to ensure that all product selections meet the client's needs, but we also strive to ensure finishes/colors compliment the architectural details and support your overall vision for your space. Your METEOR Learning Environment Specialist and licensed designer will utilize the industry's wide selection of finishes, creating color palate examples and making recommendations based on customer's directives and feedback.

Creating a finish selection color board for the project is another element of closing out the sales workup process. It enables the client to verify and then display all aspects of the finishes and color pallets they have selected for the job. This ensures they are getting the colors and materials they envisioned for their project. Again, this is a service offered as part of the standard turn-key services provided by METEOR.

Software & Deliverables

Our design team is proficient in CAD, Revit, CET, Photoshop, Movie Maker, and Sketchup. All of these programs can interact with each other and can be converted from any platform.

Drawings from schools or architects can be given in any program listed above, as well as PDF blue prints. If there are no plans available, our team will come to building and hand measure the spaces.

Design deliverables can include:

- + 2D Floor plans – Black and white and/or color
- + 3D Renderings - Black and white and/or color
- + PowerPoint presentation including individual furniture callouts, which show and describe the product and finishes
- + Color finish sample boards
- + Fly-through videos – virtual walk through of building
- + Virtual reality goggles – put on goggles that allow you to turn your body and see the room as if you're standing in the middle of it

Electronic files of designs can be sent to client through email or Dropbox link.



MeTEOR's Inventory Process

Current-State Assessment of Learning Environments

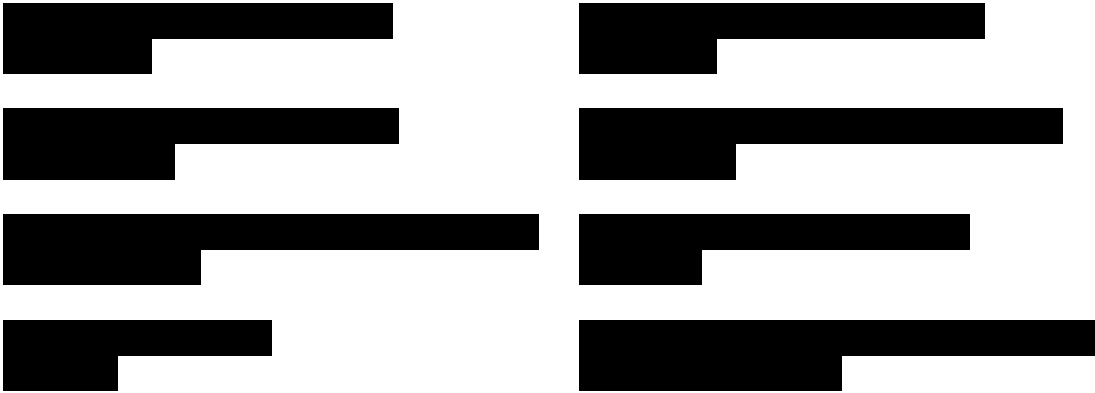
MeTEOR Education takes the standard inventory of FF&E a step further by providing comprehensive assessment services to school districts seeking to take stock of their existing assets. Our services include both quantitative and qualitative data to help provide visibility and direction as districts move forward in their facilities and modernization planning initiatives.

A calibrated assessment team conducts a two-dimensional assessment of the district's furniture, fixtures, and equipment (FF&E).

The assessment team consists of educational and learning environment professionals focused on the four main functional areas within the elementary, middle, and high schools. These functional areas include: Instructional spaces, Media Centers, Cafeterias, and Administrative areas. All rooms (including extended learning spaces & common areas), within each of the four functional areas are assessed by our team and assigned a Utility score. The Utility score is a measure of the overall structural condition and remaining life cycle of the FF&E in each area. This information is helpful to determine which FF&E in the district is able to be reused/repurposed, versus FF&E that is recommended to be auctioned off or recycled. Our High-Impact principles were designed to evaluate how well the spaces support modern instructional practices and is captured within each site narrative giving consideration to each of the following components: Integrated Technology, Learner Mobility, Multiple Modalities, Adaptability, and Dynamic Ergonomics.

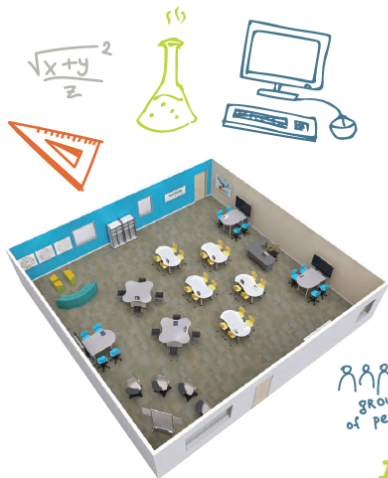
The assessment team is also responsible for collecting a variety of holistic learning environment images (from all functional areas) during the assessment and providing supportive narratives. The purpose of the images and narratives is to show both strengths and areas for improvement within each building as they relate to Utility value and Educational Adequacy of the FF&E. This information is used to provide a qualitative overview of the microenvironments for a district's long-range planning committee to develop modernization priorities.

MeTEOR has completed inventory surveys in 70 schools across 8 school districts, evaluating thousands of pieces of furniture. Below are some examples:



STEM Classroom

The STEM Classroom needs to be a functional space that allows the teacher to work with individual groups working on hands-on activities. This allows the teacher to present the problem to be solved, answer questions, and facilitate discussion that makes students think more deeply about what they are doing and why they are doing it.



IDEATION SPACES

Incorporating furniture that is lightweight and durable allows teacher/students to easily rearrange the classroom and withstand the messes of science experiments and other projects.



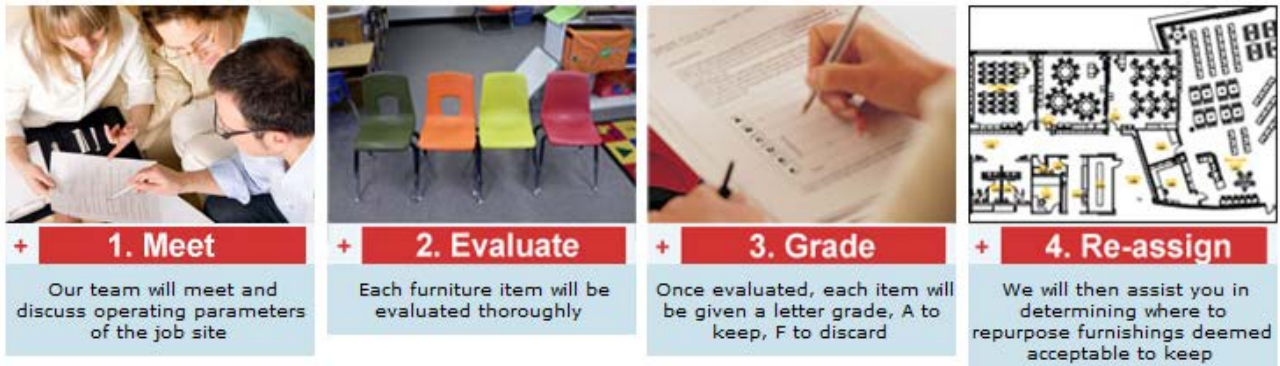
Collaborative areas enhanced with technology provide space for students to project their work in order to showcase team solutions.

METEOR



Survey Capabilities:

MeTEOR provides expert consultation services regarding the condition of existing school furnishings. If applicable, after establishing the criteria and schedule, a trained team will evaluate the furnishings at each school site and provide a detailed report and recommendations for upgrading furnishings. In some instances, existing furniture can remain at the school site or for use in another district school. In other instances, existing furniture will need to be recycled or re-purposed. In either scenario, the MeTEOR team will carefully evaluate furniture and provide a proposal.



Example - Roaring Fork:

In early July 2015, Meteor Education (then Contrax Furnishings) conducted a complete current state inventory and assessment of the interior furnishings and equipment (FF&E) in the [REDACTED]. Meteor's Learning Environment Assessment Team reviewed and documented existing conditions of the FF&E throughout the district's classrooms, media centers, cafeterias, and administrative spaces.

The approach used assessed the reasonable utility value of the FF&E in each of the district's learning environments. Grading criteria for the assessment and inventory was developed in cooperation with operations, facilities, curriculum and technology leadership from the [REDACTED]. The following grading criteria was utilized:

- "A" – Furniture is in excellent condition and is new, or like new and is recommended for reuse. Furniture receiving this score will have over 80% of its original life cycle remaining.
- "B" – Furniture is in good, serviceable condition. Some signs of aging may be visible. However, the utility life cycle of the product is still over 50%. Furniture is recommended for repurposing in the district.
- "C" – Furniture is in average condition. This can include outdated or worn products but MUST NOT BE over 30 years old, rusted, have laminate peeling, significant scratches & dings, missing glides, or cracked rivets. While there may be some cosmetic issues, the product receiving this grade is functional and generally has 25%-49% of its life cycle remaining. These products may be repurposed, sold locally or recycled at the district's discretion.
- "D" – Furniture is in poor condition. There may be missing screws, bolts, etc. affecting attachment or stability and safety. Severe signs of aging are present, or product is over 30 years old. Product receiving this grade has less than 25% of the life cycle remaining and should be recycled. Product receiving this grade is not recommended for reuse.



Furniture Assessment Capabilities

Our team is highly experienced and qualified in assessing the needs of school districts. Our team brings the background of education facility planning, actual education and a broad base of knowledge in how furniture and space interplay into those things.

Successfully transforming learning environments depends on a plan. So where do you start?

1. Initial Planning Phase
Any good plan starts with a clear vision. We start your transformation by working with you to develop a program vision by asking the following questions:
 - a. Develop the Program Vision - What do you want your final learning experience to look like? How many schools do you need to transform? What are your district's goals for student engagement?
 - b. Perform an Initial Assessment & Report -after we know your vision for your learning experience, we need to take a look at your current situation by performing an initial survey. Throughout this in-depth analysis of your current school furnishings we will survey and grade every existing piece of furniture as well as evaluate the high impact value of each learning space.
 - c. Develop the Master Plan - Now that we know your vision for your learning environments and how far we have to go to get the spaces to that point, we work with you to determine your detailed master plan. This plan helps you determine what the deployment strategy and priority will be for your program. You will be able to articulate when and where you will be transforming your space to all stakeholders easily.



2. Annual Planning Cycle
 - a. Set the Annual Plan - Each annual cycle we start with your fiscal realities for that cycle and how far it goes on the master plan. We work with you to determine the specific progress you want to make that year. Those decisions, combined with your annual budget will give a clear plan to execute for that program year.
3. Execute Annual Plan
 - a. Site Specific Budget Planning - Now that we have the general budget allotment for each site, we will work through a detailed budget plan for each site to ensure that every space in the facility has adequate budget to ensure its transformation. Using our SCOPE software - we prepare a room-by-room budget to provide specific guidance as we design and specify the new spaces.
 - b. Design and Site Specifications - During this phase, we work with site personnel to determine precisely what each space needs and the products that meet those needs. Our team of designers will create 2D drawings and layouts, 3D renderings and online walkthroughs so you know your final space will be everything you envisioned.
 - c. Contract Buying Options - Once we've fully designed your ideal learning environment, we work to procure all the furnishings you need. Our partnerships with national cooperatives allow us to leverage volume and give you the best value pricing. And, with access to over 150 manufacturers you'll be able to find something for any space in your facility.
 - d. Integrated Project Services - Our Integrated Project Services team will work to coordinate shipments, deliveries, installations and on-site walkthroughs in flawlessly executing your project so your vision can become a successful reality.
 - e. Asset Management - Many times in an existing facility there are furnishings that your facility no longer has use for as you renovate and modernize. By partnering with MeTEOR, you gain access to an international network, which helps you repurpose your surplus assets - to those in need around the globe.
4. Review annual progress at the end of each program year we will review that year's progress, provide relevant feedback for improving the next cycle's coordinated effort and determine any plan adjustments that might be necessary for the following year.



Initial Project Approach

Following is a summary of our firm's general approach to school projects. In initial client interviews, we identify the specific project goals. Additionally, we review (from the plans) the types of rooms that will be furnished. We then outline important aspects of our customer's project timeline which encompass the important milestones and elements of the project scope.

Examples from Initial Client Interviews and Plan Reviews

MeTEOR sales group works to ensure that all product selections meet the needs for our client's goals. Utilizing one of the most experienced group of sales representatives and designers in the industry and a wide selection of manufacturers, we connect clients and their team to the full menu of products available. We discuss product options room-by-room, making suggestions as we go based on your curriculum and use of the space. Below are some specific spaces and types of questions we discuss during the interview and plan review stages:



Example 1 | Classrooms: The specific configurations of the standard, flex, and special needs classrooms are driven largely by our communications with school personnel. Considerations that are important to the project would include, but are not limited to:

- + Are the classrooms going to be reconfigurable, collaborative, or traditional in their instructional/learning environment?
- + What type of technology is supported with furniture and equipment (i.e.- use of document cameras, overhead projectors, etc.)? Are there classroom computers? Is the classroom environment going to be wireless or use hardwire cabling?
- + What is the district's desired standard for a teacher package? The most common teacher packages consist of a desk, chair, file, computer table (often mobile), storage as needed when casework is not included, instructional lectern or technology cart, and a classroom work table.
- + Are there additional or flexible casework/storage needs for the classrooms that are not provided for in the general contract? Does the district want to pursue the use of reconfigurable casework in their facility?



Example 2 | Library Commons: The layout and look of a library commons is individually customized. We work in close conjunction with the media specialist to work through important considerations such as:

- + Volume capacity needed in shelving planning, type of shelving desired - wood or steel, amount of island versus perimeter, etc.
- + ADA compliance with shelving runs and aisle access. Circulation desk (assuming it is not in the general contract) layout and component placement (where do they want the book return, main desk, check station, etc.).
- + Planned seating capacity, table layout and traffic flow.
- + Use of technology in the media center, computer stations layouts and needed capacity.
- + Use of mobile products, especially island shelving that allows for reconfiguration of the media center space throughout the year. The use of such shelving provides flexibility while maintaining the look of fixed casework.



Example 3 | Cafeteria/Theater/Multi-Purpose Room: These facility needs are often related to the planned upkeep of these areas. Therefore, use of table and furniture systems that allow for quick removal to clean on the required frequency is very important. In addition to cleaning/maintenance issues, the following are some of the main considerations in our planning:

- + What activities will this room be used for?

- + Capacity required – Do you need to be able to seat the entire school at one time or will there be multiple seatings?

- + If serving food, traffic flow to and from the serving area should be considered. It is important with shortened lunch periods to make traffic flow work so as to avoid stacking lines and traffic interference to obtain maximum opportunity for participation in the program.

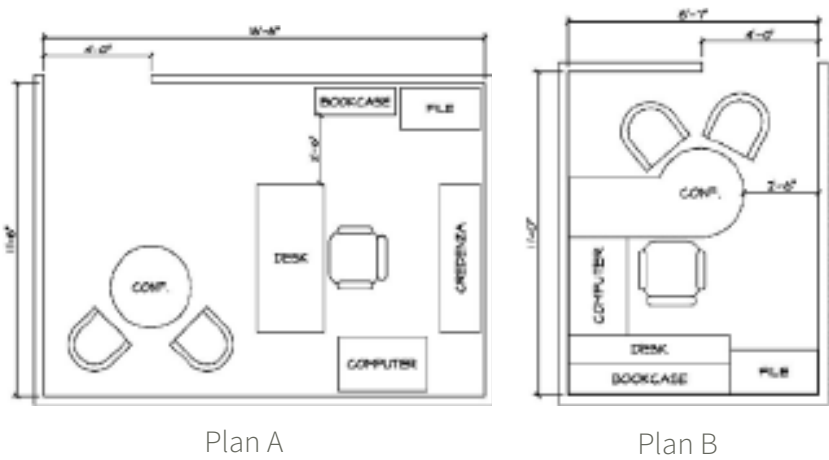
- + The use of furniture at varying heights, varying shapes and art/décor packages can enhance the space and can turn an institutional space into a student environment that encourages participation in the lunch, theater and other programs.

- + Teacher dining, if applicable, should provide a space that offers larger group seating and individual seating opportunities as well as a reading area with space for publications. These areas can also be themed (i.e. 50's furniture) to give a special feel to the teacher's lounge without adding much cost to the project.



Example 4 | Administrative Furniture: With tight budget constraints, office space is frequently limited while flexibility and functional needs have actually increased. The traditional approach to space planning has been to rely on what a manufacturer offers and “fit” the office to the furniture. As seen in PLAN A, the traditional approach often requires a large space to fit the furniture.

MeTEOR Education believes the furniture should fit the office and functional needs of the end user. With over 30 years of space planning experience, MeTEOR designs the offices to fit the space provided. As you can see in PLAN B, the same functions of a much larger office can be achieved while the square footage has been reduced by 50%.



Plan A

Plan B



MeTEOR is the only dealer to utilize the Institution Recycling Network (IRN) Recycling Program. We've partnered with this group to provide you with an avenue to dispose of your un-wanted furniture which in turn, ships to underprivileged nations around the world. Instead of dumping it in a land fill, it will 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.

About IRN

The Institution Recycling Network is a cooperative recycling organization headquartered in Concord, New Hampshire that works with over 200 colleges and universities, hospitals, K-12 schools, and private companies to improve the performance and economics of recycling. IRN provides a single point of contact to recycle dozens of different materials and manages the logistics to get materials to market efficiently and cost effectively. IRN handles over 75 commodities - everything from cardboard and fluorescent lamps to concrete and AstroTurf. IRN is known particularly as the most experienced manager of construction and demolition recycling in the U.S., and as a major channel that matches surplus furniture, equipment, and other property with U.S. and international relief organizations.

Surplus Property

IRN has placed more than 25 million pounds of surplus with U.S. and international charities for reuse in disaster relief and economic development projects. IRN handles all sorts of healthcare, education, and corporate surplus: furniture; file cabinets; classroom desks & chairs; laboratory equipment; kitchens; weight rooms; hospital beds; patient room furniture; doctors' offices; dormitory beds; cooking and serving utensils. If you can imagine someone needing it, IRN can find it a new home.

This is a turnkey service: IRN in conjunction with MeTEOR handles planning, arranges labor, matches and moves your surplus, and provides detailed tracking and reporting for projects as small as a few desks, as large as an entire school, office building, hospital, or multiple college dormitories.

Visit our YouTube page at:
<http://www.youtube.com/watch?zx42J08nfPI>
for a video that features MeTEOR (then Contrax) and Food for the Poor. This video shows the donation of furniture to a needy school in Jamaica.

Environment Implementation Support

METEORCONNECT.COM

Educational Resources

With METEOR Connect™ Educational Resources, educators gain access to an exhaustive set of resources and webinars. Our content is based on the very latest research and is created by thought leaders at the forefront of modern teaching and learning.

Short Webs

Short-form webinars on instructional best practices and other relevant topics.

Performance Tasks

Collaborative task-based projects for use in your collaborative environment.

Discussion Guides

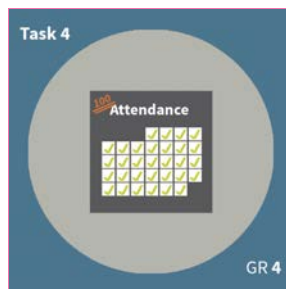
Expand the visionary thinking and practices of your teacher PLCs.

STEM MEAs

Model Eliciting Activities to engage students in real-world STEM problem solving.

Tips, Trick and Training

How to use your new environment for a “best fit” to your curriculum.





Professional Development Services Executive Summary

OVERVIEW:

MeTEOR partners with districts and schools to create learning ecosystems that design customized “environments for relationships”. The outcome is student-centered learning environments that support accelerated engagement through an innovative learning and collaborative culture. As a trusted partner, we work side-by-side with our clients from inception, to design, to implementation including customized support to learn how to leverage new learning environments for high impact learning experiences. We guide educators in connecting their current and future instructional practices with their learning environments, supporting truly transformative learning experiences for every student. High impact student learning experiences occur when our instructional and interior designers fuse best practices for programmatic design. Our learner centric method optimizes engagement, challenges critical thinking skills at an appropriate level and showcases the applicability of real-world, future ready skills in safe, supportive and innovative spaces.

RESEARCH:

MeTEOR’s solutions are grounded in research from leading experts and partners that include educators, neuroscientists and consortium research symposiums focused on instructional and interior design to ensure the essential components for innovative classrooms. One research symposium resulted in the book, “Humanizing the Education Machine”, co-authored by MeTEOR’s CEO, Bill Latham, and futurist, Rex Miller. According to this research, successful schools had a commonality: learning ecosystems. The research found “...we soon began to see common patterns emerge. Kids were at the center, small groups created magic, silos were torn down, social capital unlocked resources, physical movement and breaks added capacity, creating together transformed learning, engagement drove design, and transparency lead to innovation.” Miller, R., Latham, B. and Cahill, B. (2017). Many leading researchers support the focus on ecosystems, engagement and collaboration including the following:

- Ecosystems: “Classroom Ecosystems which mirror real-world collaboration were found to increase student learning +20%.” P.S. Barrett, Y. Zhang, J. Moffat and K. Kobbacy - A holistic, multi-level analysis identifying the impact of classroom design on pupils' learning (2012) shows that by marrying the environment with experiences the classroom ecosystem can not only increase learning outcomes but has other desirable results as well. Active teaching and learning increases retention by 50% as well resulting in increased attention span, student proficiency and test scores.
- Engagement: Dr. Immordino-Yang – author of “Emotion, Learning, and the Brain” - “It is literally neurobiologically impossible to think deeply about things that you don’t care about. This rule holds true even across subjects and disciplines. “...even in academic subjects that are traditionally considered unemotional, such as physics, engineering or math, deep understanding depends on making emotional connections between concepts.”
- Collaboration: John Hattie (2015) - “Creative collaboration involves bringing together two or more seemingly unrelated ideas, and this highlights again the importance of having safe and trusting places to explore ideas, to make and to learn from errors and to use expertise to maximize successful learning.”

MeTEOR SUPPORT AND SERVICES:

- A strategic evaluation of the existing learning ecosystem through MeTEOR’s Learning Environment and Experience Assessment to identify strengths and uncover potential gaps. This service results in a detailed report of findings along with suggestions and recommendations aligned to research-based best practices.
- Implementation training and support prior to and after installation of new learning environments. This support includes specific strategies and techniques to help teachers to leverage their new learning environments aligned to the intended learning goal/outcome for the lesson or experience.
- Customized professional development tailored to needs based on campus priorities and gaps, utilizing the latest in brain-based research, reflective lesson planning, future ready skills, content integration, as well as creating Pro-Social™ classrooms that promote collaboration in safe, innovative spaces. Training Learning Outcomes promote accelerated student engagement and are centered around three areas: relational skills (such as teaming, productive student conversations, inclusive relationships, individual and group accountability); cognitive skills (rigorous authentic collaborative tasks) and agentic skills (student voice, student choice, student ownership) within a high-impact learning environment.
- Job-embedded professional development, ranging from on-line training modules to side-by-side in classroom coaching using a coaching model for a gradual release approach. In-depth coaching is differentiated and personalized for each participant using a goal-setting tool and a teacher portfolio for evidence of learning and impact of new practices in the high-impact learning environment.
- Tools to measure student engagement include MeTEOR’s SOSED (Scale of Student Engagement/Disengagement) and Immersion Neuroscience devices. The SOSED measurement is a student survey that identifies levels of student engagement. Each student receives a personalized Engagement Scale Profile Wheel with scores from six specific areas and culminating into a single score of engagement. Data from this tool allows a district/school to identify student struggles and student strengths that can be used to support areas of challenge. The Immersion Neuroscience tool is an intraday coaching device that allows a teacher to see real-time data indicating if students are fully immersed, partially immersed or not immersed at all in a student experience. This data can be used to reinforce best practices or readjust and realign approaches to differentiate student experiences.
- MeTEOR Connect: an on-line platform with resources such as short webinars, performance tasks and discussion guides. An introduction to the Educational Services provided can be viewed by clicking the following link: <https://youtu.be/8oZzc1RCTjs>

- Invitation to M3 Collaborative Community: a digital global community featuring the latest research, model environments and sharing of best practices

RESULTS:

- MeTEOR survey results average 4.5 out of 5 for participant satisfaction regarding relevance and immediate application of training and support
- MeTEOR customized training, coaching and support was a key factor related to a score increase of 13% in ELAR (English, Language Arts and Reading) scores in one year according to campus leadership. (Elementary School in California)
- MeTEOR Environmental Survey (Burnett CISD, 2017)
 - 37% Increase of students that indicated that the microenvironments assisted them in learning
 - 33% increase of students that indicated the microenvironments made it easy to work with other students
 - 13% increase of students that indicated that they were able to work together with other people in the classroom

COMMENTS FROM CURRENT CLIENTS:

A repeated theme in our success stories is students and teachers feeling empowered and engaged through the ability to decide when and how they learn best. Accelerated Engagement is not just for students, our success lies in the ability to work to increase teacher engagement.

“It’s taken me a little bit, but I’ve decided I’d rather give up control and what I want to ensure that students get what they need. The training and support of MeTEOR has really helped me plan and move toward a student-centered classroom. It has been amazing to watch how they have taken control of their own learning and come up with solutions that have exceeded any expectation I could have dreamed of.” (10th grade teacher at a high school in New York)

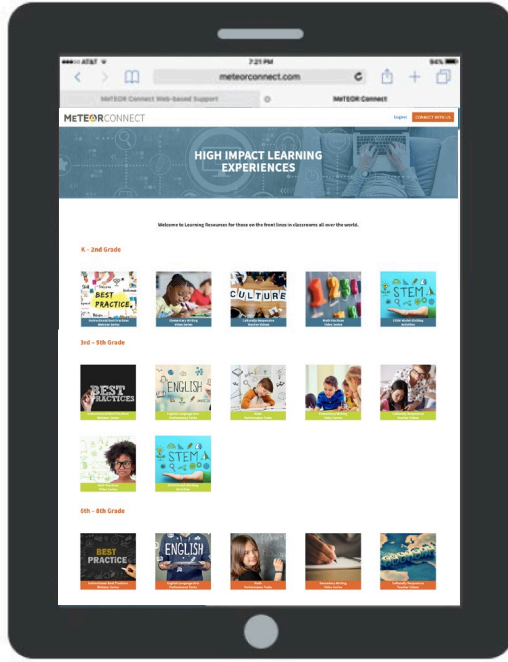
“MeTEOR came in and from day one, was spot-on quickly analyzing our needs but the support didn’t stop there. The MeTEOR consultant worked to train teachers and take them from where they were to where we are going but with support and coaching to solidify these practices. She became part of our team, our school and even when she was not on-site, she would help remotely with any needs our teachers had.” (Administrator of K-5 Campus in California)

Check out MeTEOR’s YouTube channel at: <https://www.youtube.com/channel/UCGSMHgQJxjzHgbh-TAlbY1A/> to learn about MeTEOR’s journey and the success stories that followed...!



MeTEOR CONNECT EXPERIENCES PORTAL

ONLINE ACCESS 24/7 TO CURRICULUM RESOURCES



Curriculum Resource Tool

MeTEOR Connect's Educational Resource Portal is included for one year when any pre or post installation is scheduled for your project.

- ✓ WEBINARS
- ✓ VIDEOS
- ✓ ACTIVITIES
- ✓ PERFORMANCE TASKS
- ✓ K-2nd GRADE
- ✓ 3rd-5th GRADE
- ✓ 6th-8th GRADE
- ✓ 9th-12th GRADE
- ✓ STEM

SHORTWEBS

Videos as conversation starters with national consultants

PERFORMANCE TASKS

Collaborative projects for use in your collaborative environment

DISCUSSION GUIDES

Expand the visionary thinking and practices of your teacher PLCs

STEM MEAs

Model Eliciting Activities to engage students in real-world STEM problem solving

TIPS, TRICKS, AND TRAINING

How to use your new environment for a 'best fit' to your curriculum



MeTEOR YOUTUBE CHANNEL

TIMELY WEBINAR SERIES TO SUPPORT YOUR ENVIRONMENT

The screenshot displays the YouTube channel interface for MeTEOR. At the top, the YouTube logo and search bar are visible. The main content area features a video player with a thumbnail for 'Modern STEM/Makerspace Design: High-Impact Collaborative Spaces'. The video title is 'Modern STEM/Makerspace Design: High-Impact Collaborative Spaces' and the subtitle is 'Connecting the Dots: High-impact Learning Experiences™'. The MeTEOR logo is prominently displayed in the top right corner of the video frame. A small video inset shows a woman speaking, identified as 'Jill Allshouse'. To the right of the video player is a list of 52 webinars. The current video is the 47th in the series. The list includes titles such as 'Modern Media Center Design: Latest Research', 'Leading the Learning Environment High Impact Observation', and 'Classroom Design for Learner Challenges Webinar'. Each item in the list includes a duration and the channel name 'MeTEOR Education'.

MeTEOR

Modern STEM/Makerspace Design:
High-Impact Collaborative Spaces

Connecting the Dots: High-impact Learning Experiences™

Jill Allshouse

Webinars
MeTEOR Education - 1 / 52

- 48:06 MeTEOR Education
- 47 **Modern Media Center Design: Latest Research**
58:25 MeTEOR Education
- 48 **Leading the Learning Environment High Impact Observation**
39:57 MeTEOR Education
- 49 **Topic: High Impact Cafeteria Design: Multi Use and Increased Revenue**
41:24 MeTEOR Education
- 50 **Modern Stem Makerspace Design**
24:19 MeTEOR Education
- 51 **High Impact Learning Design: Latest Research**
42:19 MeTEOR Education
- 52 **Classroom Design for Learner Challenges Webinar**
25:41 MeTEOR Education

Tab 6 Additional Required Documents

Appendix C ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy - attached.

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005) - attached.

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties - Form 1295 attached.

DOC #4 Texas Government Code 2270 Verification Form - attached.

DOC #5 Special Conditions - attached.

DOC #6 Questionnaire - attached.

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required 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 Texas and authorized to underwrite bonds in the amount of the bid bond.

- Per the RFP's Questions & Answers #27, a bid bond is not required. Attached please find Hanover's "Good Standing" Letter, Power of Attorney authorizing the executing agent and State of Texas Certificate of Authority. Any additional bonding or information is available upon request.



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(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-18

Request for Proposal (“RFP”)
by Region 4 Education Service Center (“ESC”)
for Furniture, Installation, and Related Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Furniture, Installation, and Related Services 19-18 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Furniture, Installation, and Related Services. Addendum No. 1 is hereby issued as follows:

CLARIFICATIONS:

1. The changes being made to this RFP are being made to add Appendix C Documents #5-7 in order to fulfill FEMA requirements. While it is not expected that the services outlined in this RFP would be utilized in a disaster recovery or emergency situation, Region 4 ESC is including language should it be needed.

CHANGES TO THE RFP:

1. Remove Appendix C, Additional Required Documents, and replace with the version attached to this Addendum No. 2. This is the Appendix C that should be used for this solicitation and submitted as part of the Offeror’s proposal.

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form
- DOC #5 Special Conditions
- DOC #6 Questionnaire
- DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required 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 Texas and authorized to underwrite bonds in the amount of the bid bond.

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.)

12-2-19

Date



Secretary
Authorized Signature & Title

Appendix C, Doc #1
Proprietary Information

Page #	Line/Section	Reason
65	3 rd line in response to part A	As a private company, our sales volume is not considered public information.
67	Response to part D	As a private company, our annual sales are not considered public information.
74	2 nd line of 2 nd paragraph	As a private company, our number of projects and sales volume are not considered public information.
77	Line 1 of response to part D	As a private company, our number of employees is not considered public information.
84	Top 10 Customer References	Our relationships with our clients, project information, and sales volumes are not public information.
85	Third sentences in response to part L	Our estimated sales volume is provided for Region 4 ESC/OMNIA bid review panel and as a private company, sales information and forecasting are not considered public information.
92	Entire page	This letter contains confidential information regarding our relationship with our bank.
93	Entire page	This letter contains confidential information regarding our relationship with our insurance/bonding company.
94-96	# of employees and # of hours works	OSHA Form 330A – Summary of Work-Related Injuries and Illness contains private employee information. As a private company, our number of employees is not considered public information.
122	Entire page	Form AA302 Employee Information Report contains personal information about employees of MeTEOR. As a private company, this information is not considered public information.
137-140	Entire Pages	References - Our client and project information is proprietary information.
142	2 nd line of response to part v	As a private company, our sales volume is not considered public information.
142	2 nd line	As a private company, our number of employees is not considered public information.
149-157	MeTEOR Connect information – All pages	Our online project management portal, MeTEOR Connect, is proprietary software created and maintained by MeTEOR.
158	Entire page	Our Design Elements were created by MeTEOR and are considered proprietary information.
163	Customer information	Customer name and project details are not public information.
164	Customer information	Customer name is not public information.
211	Entire page	This letter contains confidential information regarding our relationship with our insurance/bonding company.

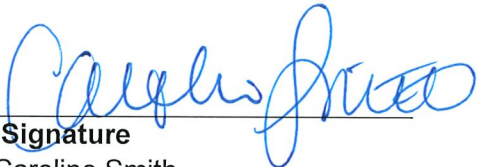
ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

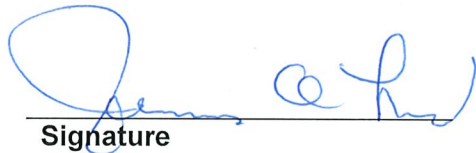
Director of Strategic Sourcing

Position with Company

Address
690 NE 23rd Avenue

Gainesville, FL 32609

**Official
Authorizing
Proposal**



Signature

James A. Land

Printed Name

Secretary

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:
2019-564453

Date Filed:
11/22/2019

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.

RFP #19-18
Furniture, Installation, and Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SMC Contrax Holdings LLC	Briarcliff Manor, NY United States	X	
	Latham, III, William I.	Gainesville, FL United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is James A. Land, and my date of birth is February 19, 1972.

My address is 690 NE 23rd Avenue, 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 Florida, on the 22 day of Nov., 20 19.
(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, James A. Land, 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

12-2-19
Date

SPECIAL CONDITIONS

Awarded Offerors 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 Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

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 Region 4 ESC 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 Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

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.

Alternative Pricing for Federal Funding

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this 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. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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:

Furniture, Installation, and Related Services
Solicitation Number 19-18
Addendum No. 1

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 contracting officer 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 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 section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "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, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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 as 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only 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. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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.
- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 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.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.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.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the 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
- (3) 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.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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.
- c. 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 workweek.
- d. 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.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (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 (1) of this section, in the sum of \$10 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 (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or 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 (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **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.”

b. 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.

- c. The regulation at 37 C.F.R. § 401.2(a) currently 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.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 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.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“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 (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), 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 (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), 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.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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).
- c. 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 *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. 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; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. 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 subrecipient.
- e. 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. 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, its 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 (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), 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.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“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.”

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

Furniture, Installation, and Related Services
Solicitation Number 19-18
Addendum No. 1

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

James A. Land, Secretary

Name and Title of Contractor's Authorized Official

12-2-19

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. 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. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) 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—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

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. 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.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

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

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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.

(2) 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.

(3) 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.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must 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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “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.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must 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.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must 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.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "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."

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

- a. 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. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "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."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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


Offeror's Name: MeTEOR Education, LLC.

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

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

Printed Name and Title of Authorized Representative: James A. Land, Secretary

Email Address: bids@meteoreducation.com

X  Signature of Authorized Representative: _____ Date: 12-2-19

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: National Minority Supplier Development Council, Inc. and Women's Business Enterprise National Council

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

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

List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: Texas Comptroller of Public Accounts - TX HUB Certificate

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: _____

e. Other

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

List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? Yes No

WBENC

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, 2020

WBENC National Certification Number: 2005128560

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



NAICS: 238390, 484210, 493110, 561740, 811420

UNSPSC: 56111500, 56111501, 56111502, 56111503, 56111504, 72153606, 72153613, 78131603



Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1453344870100**
File/Vendor Number: **511635**
Approval Date: **30-APR-2019**
Scheduled Expiration Date: **30-APR-2023**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

OFFICE FURNITURE MASTERS

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 03-MAY-2019, 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, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB 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.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services 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://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Palmer LS

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

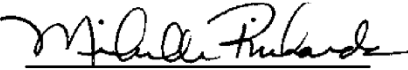
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: April 8, 2008

Expiration Date: April 8, 2020

WBENC National Certification Number: 2005110257



Authorized by Michelle Richards, President
Great Lakes Women's Business Council

Great Lakes
Women's
**Business
COUNCIL**
Accelerating business growth

NAICS: 484122, 238390, 423210, 484110, 484121, 484210, 484220, 484230, 488510, 561210

UNSPSC: 50484110, 78101802, 78141500, 81141601



THIS CERTIFIES THAT

AmTab Manufacturing Corporation



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

*NAICS Code(s): 337127

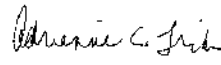
* Description of their product/services as defined by the North American Industry Classification System (NAICS)

01/31/2019

Issued Date

CH08955

Certificate Number


Adrienne Trimble



01/31/2020

Expiration Date

Shelia C. Morgan

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.®



**THE HANOVER INSURANCE COMPANY
 MASSACHUSETTS BAY INSURANCE COMPANY
 CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Timothy J Treweek, MaryAnn Tesh and/or Kevin Russell Griffin

Of **Treweek Insurance Agency of Jonesville, Florida** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 30th day of **January, 2017**.

The Hanover Insurance Company
 Massachusetts Bay Insurance Company
 Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



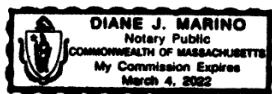
The Hanover Insurance Company
 Massachusetts Bay Insurance Company
 Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
 COUNTY OF WORCESTER) ss.

On this 11th day of September 2019 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
 Diane J. Marino, Notary Public
 My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 3rd day of December 2019

CERTIFIED COPY

Theodore G. Martinez
 Theodore G. Martinez, Vice President

STATE OF TEXAS
STATE BOARD OF INSURANCE

Certificate No 8137



Company No. 08-37955

CERTIFICATE OF AUTHORITY

THIS IS TO CERTIFY THAT

THE HANOVER INSURANCE COMPANY
BEDFORD, NEW HAMPSHIRE

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Hail, growing crops only; Rain; Inland Marine; Ocean Marine; Aircraft--Liability & Physical Damage; Accident; Health; Workers' Compensation & Employers' Liability; Employers' Liability; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit and Livestock

insurance within the State of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my
hand and seal of office at Austin, Texas, this
6th day of June, A. D. 1986

Doyle R. Lee
COMMISSIONER OF INSURANCE

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name MeTEOR Education, LLC.

Contact Person James A. Land

Signature  _____

Date 12-2-19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

1. Will ESC 4 & OMNIA Partners consider extending the submittal deadline? The short turnaround time between the question submission deadline (Dec 2) and the proposal submittal deadline (Dec 11) does not allow bidders adequate time to account for information made available when Q&A is posted.
 - a. **The deadline will not be extended.**
2. **Appendix C, Doc #6 – Questionnaire, P.24** Please confirm it is acceptable for proof of subcontractor certification to be provided upon request. As a large furniture Manufacturer, we have thousands of subcontractors that hold certifications nationwide.
 - a. **It is acceptable to provide subcontractor certifications upon request.**
3. My company has an existing Vizient contract. As a channel partner, does/can this impact the proposal process with OMNIA Partners? Is there a way to streamline the process by extending like terms from Vizient to Region 4 and OMNIA Partners?
 - a. **Having a current Vizient contract does not impact the proposal process with Region 4. As this contract will be with Region 4, the Vizient terms will not apply.**
4. Page 7 of the Solicitation. Verbiage is a bit confusing. In addition to 2 bound copies and 2 flash drives, are you saying that we need to submit 2 extra electronic proposals? If so, how are they different from 2 flash drives requested earlier? If not, are you saying that the two flash drives need to be free of propriety information? Or something else?
 - a. **All proposal submitted must contain**
 - i. **Two (2) original copies that are bound and signed**
 - ii. **Two (2) electronic copies on flash drives with proprietary information. Please include one electronic copy on each flash drive for a total of two flash drives.**
 - iii. **Two (2) electronic copies on flash drives *without* proprietary information. Please include one electronic, proprietary free, copy on each flash drive for a total of two flash drives.**
5. Page 13 of the Solicitation. Performance Capability. Point ii. We are being asked to sign Appendix D, Exhibit B. However, Appendix D, Exhibit B has the word “Example” in the title. Do you want us to sign an “example”?
 - a. **No. Appendix D, Exhibit B, is an example of the administration agreement which will have to be signed prior to contract award. Please review this agreement with your legal department and provide any exceptions or redlines with your response.**
6. Appendix D, Exhibit C has the word “Example” in the title. Do you want us to sign an “example”?
 - a. **No. Exhibit C, The Master Intergovernmental Cooperative Purchasing Agreement is provided as an example and is referenced in Exhibit B. This document is for reference only.**
7. Appendix D, Exhibit D has the word “Example” in the title. Do you want us to sign an “example”?
 - a. **No. Exhibit D, the Principal Procurement Agency Certificate is provided as an example and is referenced in Exhibit B. This document is for reference only.**

8. Page 4 of Appendix A. Point 14). Our product is built to order, and we do not carry inventory of finished products. As such, each product line is subject to a lead time, which ranges anywhere from 3 to 11 weeks depending on the product. Will this contract consider including such business models?
 - a. **Please provide exceptions to Appendix A, item 14, Delivery with your response on Appendix B.**
9. Page 5 of Appendix A. Point 20). Do you need Offerors to inform of product additions or discontinuations in writing? When and how?
 - a. **All product additions will be submitted, along with a price file, to Region 4 for approval prior to be added to the contract. All contract updates will be submitted in writing in the specified format as determined by Region 4.**
10. Page 16 of Appendix D, Exhibit A. Our business is set up such that we sell through an office furniture dealer network, and do not sell directly to the end-user. Will it be accepted that Participating Public Agencies conduct all transactions, purchase orders, invoices, payments etc. with the dealers, and not the Offeror directly?
 - a. **Yes. Please provide a list of authorized dealers with your response. However, the manufacturer is still responsible for remitting the contract sales report and payment to OMNIA Partners.**
11. Page 20 Appendix D, Exhibit A, paragraph 2.3. Will an awarded offeror be provided a list of email addresses of the existing Participating Public Agencies and prospective Public Agencies in order to “aggressively market” the contract to them?
 - a. **After award, all suppliers will work with OMNIA Partners to determine a marketing strategy and will receive a comprehensive list of all OMNIA Partners members.**
12. 5. Proposal Format - It states that (2) electronic copies on flash drives shall be provided and must also submit (2) electronic proposals free of propriety information. If we do not have any propriety information do we just send (2) electronic copies or do we still need to send (4) electronic copies all together?
 - a. **If you do not have any proprietary information, please only submit two (2) original hard copies and two (2) electronic proposals.**
13. Please provide clarity on how our pricing offer is to be submitted? On RFP page 12, section 2.A #3 it states to provide pricing for services based on a range of maximum price per hour and minimum price per hour. This indicates to us that offerors are required to separate labor from product net price. However, the solicitation also states to provide a discount off of list price. Can we provide a discount off list that includes labor/service costs, or is it required to separate out labor?
 - a. **Suppliers may provide pricing inclusive of labor and service so long as the price proposal clearly indicates how labor/services are priced.**
14. Exhibit B, Exhibit C, and Exhibit D are all noted as being examples. Can you confirm that these documents are not needed to be submitted with the proposal?
 - a. **Exhibit B, C, and D are not required to be submitted with the proposal.**

15. If awarded, under what name will/should this contract be marketed to eligible customers? Region 4 ESC, OMNIA Partners, US Communities, National IPA, etc.
 - a. **If awarded, this contract will be Region 4's contract. It will be available under the OMNIA Partners, Public Sector Cooperative portfolio and can be accessed by OMNIA Partners, Public Sector, National IPA and US Communities members.**

16. The RFP document lists *Auditorium/Theater Fixed Seating* as a category described in the *Scope of Goods and Services* section that starts on RFP Page 3. In Paragraph 1 of Page 2, Item I, Scope of work indicates; ".....each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.". Are telescopic seating products (gym bleachers and telescopic chair platforms) and fixed lecture room products in line with the intent of the statement included Paragraph 1 of Page 2?
 - a. **Please include all options which you would offer under the category.**

17. Due to the highly variable nature of Auditorium/Theater Fixed Seating projects it is very difficult to estimate the potential range of freight costs and on-site labor/installation conditions that will be encountered during the life of the contract. While we can provide "not to exceed" freight and installation pricing, it is most always advantageous for the customer to have Irwin Seating Company, or our authorized field partners, quote freight and installation cost on a project by project basis. Can we provide RFP bid pricing that is submitted at a "fixed product discount from list price" – FOB Factory – with a not to exceed freight and installation cost?
 - a. **Yes, fixed product discount from list price with a not to exceed on freight and installation per project will be acceptable.**

18. Can a manufacturer and dealer both be awarded the same product line?
 - a. **Yes, a manufacturer and dealer can both be awarded the same product line.**

19. If a manufacturer is awarded a contract, can their authorized dealers accept PO's and invoice public agencies directly?
 - a. **Yes, a manufacturer's authorized dealers can accept PO's and invoice PO's and invoice public agencies directly. However, the manufacturer is responsible for remitting sales reports and administrative fee payments to OMNIA Partners.**

20. Will we need to return the following form with our response, Exhibit F Federal Funds Certification
 - a. **Yes, Exhibit F, Federal Funds Certification needs to be submitted with your response.**

21. On page number 12, Section 2 Products/Services/Pricing, subsection a) iii, can we use a percentage instead of per hour rates for applicable services?
 - a. **No, please submit pricing on a per hour basis with a minimum and not to exceed maximum for applicable services or pricing for goods which is inclusive of labor and service charges as long as the price proposal clearly indicates how labor/services are priced.**

22. If manufacturers submit their own response to the RFP with a list of authorized dealers, will the authorized dealers be allowed to manage the individual orders?

- a. **Yes, authorized dealers will be allowed to manage individual orders. However, the manufacturer is responsible for remitting sales reports and administrative fee payments to OMNIA Partners.**
- 23. Will OMNIA be providing the Monthly Sales/Admin Fee report (Exhibit E) template in Excel Format to awarded suppliers?
 - a. **Yes, after award OMNIA Partners will provide Exhibit E in Excel format.**
- 24. Our finance department confirmed we do not purchase or keep record of our Dunn & Bradstreet reporting – any/all 3rd parties must purchase it directly if needed. Will this hinder our response evaluation? Please advise.
 - a. **If suppliers are unable to provide this, they must indicate so in their response.**
- 25. The finance department also asked for clarification of FEIN report request? Please advise.
 - a. **If suppliers are unable to provide this, they must indicate so in their response.**
- 26. The previous RFP included an Appendix I Evaluation Questionnaire/Self Checklist. Is there something similar for this RFP?
 - a. **No, there is not an evaluation Questionnaire/Self Checklist.**
- 27. Appendix C, Doc #5 Do you consider the scope of this bid to require the Bid Guarantee in the form of a 5% bond? I don't believe this RFP includes construction/reconstruction/renovation or services related to such but want to confirm.
 - a. **No, at bid bond is not required.**
- 28. Please revisit the 7 day ARO shipment lead time specified in Contract Page 4, Item #14. The lead time for furniture offerings needs to be extended to 3-4 weeks. While we have a wide selection of 1-Day and 5-Day Quick Ship product offerings the majority of our products are Made to Order. A 7 day shipment window will result in consistently delayed shipments/deliveries and increased order administration to obtain authorization for each and every prospective delayed shipment. Can this requirement be revised to a more realistic timeframe for furniture manufacturers?
 - a. **Please provide an exception to this term on Appendix B with your response.**
- 29. Appendix A Draft Contract item 14, Delivery Is 7 days after receipt of order for delivery correct? Most manufacturer lead times are 30-45 days. Please verify the number of days required for delivery.
 - a. **Please provide an exception to this term on Appendix B with your response.**
- 30. Appendix A Draft Contract item 32, Certificate of Insurance - Is the COI due with the proposal submission or after the award?
 - a. **A certificate of insurance will be required after award and may be required by each participating agency prior to work being performed on site.**
- 31. Appendix C, DOC #3. To complete the Form 1295 online application, I need to know is Region 4 ESC the agency/entity name to be referenced? If so, are you considered a state agency or a other governmental agency? What is the contract ID number? Interested parties would be the partners/owners of supplier?

- a. **Region 4 ESC is the agency to be referenced. Region 4 ESC is a state agency as referenced on page 2 of the RFP. The contract number is the RFP #. Please refer to the instructional video on “How to create a certificate located at <https://www.ethics.state.tx.us/filinginfo/1295/> or contact the Texas Ethics Commission for help completing Form 1295.**
32. Appendix D 3.1 E Submit FEIN and Dunn & Brad Street Report. We can provide our FEIN and Dunn & Bradstreet numbers but we don't subscribe to Dunn & Bradstreet so we don't have a report to submit. Can we still be awarded a National Cooperative Contract if we don't submit a report?
 - a. **If suppliers are unable to provide this, they must indicate so in their response.**
33. Is it necessary for contractors to submit a modification request to obtain approval for price adjustments for any/all items offered through the contract, or can contract terms/discounts simply be applied to current commercial pricing without modifying the contract to account for commercial price adjustments?
 - a. **Region 4 requires that all modifications for price adjustments, additions of dealers, and/or new categories go through an approval process.**
34. If a contractor quotes the product and labor services separately, would the administrative fee be based on the product only or on both the product and labor services amount?
 - a. **Administrative fees will be based on both products and labor service amounts.**
35. Is there a market basket of items that needs to be submitted with this bid?
 - a. **No, there is no market basket of items that needs to be submitted with this proposal.**
36. While on the call it was said that the questions listed under the Evaluation Process and Criteria section on pages 12 - 14 do not need to be directly responded to within our response, yet there are questions that are nowhere else in the RFP. Should we respond, and if so, under which Tab should our responses be placed?
 - a. **If responses are needed or requested, please provide answer under Tab 3 – Performance Capability.**
37. In Exhibit A. Section 3.3, if we submit a contract sales guarantee, and do not meet the guaranteed number, are we still accountable to pay the administrative fee?
 - a. **Yes, if a supplier submits a contract sales guarantee and does not meet the sales number guaranteed, the supplier would be responsible for administrative fees based on the guaranteed amount. If a supplier exceeds the contract sales guarantee amount, they would be responsible for administrative fees on their total sales.**
38. Is installation considered one of the services to be priced or would the installation charges be discussed in iv. #3 Deliver and Install?
 - a. **Yes, installation is considered one of the services to be priced. Please describe how installation rates will be determined.**
39. Is this cooperative purchasing agreement redundant with Vizient?
 - a. **No, this agreement is not a Vizient cooperative agreement.**

40. Is this cooperative purchasing agreement redundant with, or in competition with BuyBoard?
- a. **BuyBoard is not affiliated with Region 4 ESC or OMNIA Partners.**
41. Please confirm the order in which you would like the documents added for Tab 3. Should the OMNIA Partners documents be placed before or after the questions posed in Performance Capability section
- a. **Please provide the OMNIA Partner's documents after the questions posed in Performance Capabilities.**
42. In lieu of providing a net price to Region 4 ESC, we will provide a matrix outlining the discount by product name and category in addition to our standard commercial PDF price list. We have thousands of base models and when we add the various fabric grades, options, etc. the base models plus options result in millions of lines, making it impossible to show net pricing for every product option.
- a. **This is acceptable.**
43. Pg. 13 Not to Exceed Pricing - Please confirm by 'original pricing submitted' in this section, you are referring to the discount off list price.
- a. **Correct, 'original pricing submitted' refers to the discount off list price.**
44. Pg. 13 Performance Capability - Please confirm the definition of "fill rate".
- a. **Fill Rate – the percentage of customer's demand that is met without backorder or lost sales.**
- 45. P.2 | Section 11. Termination of Contract | a. Cancellation for Non-Performance or Contractor Deficiency** - Please confirm the contractor will have a reasonable time to cure prior to any cancellation or termination by Region 4 ESC.
- a. **Yes, Region 4 will allow for a reasonable cure time prior to cancellation or termination.**
- 46. P.3 | Section 11. Termination of Contract | c. Delivery/Service Failures** - Please confirm that in the event any products are purchased on the open market, these products are comparable in function, design, and cost.
- a. **In the event that Region 4 would have to purchase an item on the Open Market, products purchased will be comparable in function, design and cost.**
- 47. P.4 | Section 11. Termination of Contract | e. Standard Cancellation** - Because we are a custom made-to-order manufacturer, please confirm within the Standard Cancellation clause, manufacturers will be paid for work in progress.
- a. **Yes, manufacturers will be paid for work in progress.**
- 48. P.4-5 | Section 18. Audit Rights** - Please confirm audit rights are upon 30 days prior written notice and during regular business hours at the manufacturer's place of business.
- a. **Region 4 can perform audits at any time given reasonable notice. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.**

49. **P.5 | Section 20. New Products/Services** - If a new product is added equivalent to the percentage discount for other products and meeting or exceeding the specifications and performance requirements, does Region 4 ESC still need to approve the product or can the Contractor update the contract automatically?
- a. **Region 4 must approve all category additions, dealer updates, and pricing update.**
50. **P.5 | Section 20. New Products/Services** - In order to meet the unique needs of an end user, we have the ability to customize many of our products. These customized products are referred to as 'specials'. These specials are defined as modifications to existing products that will still maintain the primary product function and warranty. For example, if an end user requires a bookcase that needs five shelves instead of four. Specials are uniquely priced based upon the requested modification; as such, the list prices and model numbers of the specials are not published in our catalog or our list pricer. Please clarify if we can offer this 'specials' program upon contract award.
- a. **Yes, Special Order items can still be offered under this program upon award. However, the discount structure for that item will still apply unless indicated differently in the supplier's response.**
51. **P.6 | Section 30. Indemnity** - Please confirm that indemnity is limited to the contractor's negligence or willful misconduct.
- a. **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**
52. **P.24 | Section 3.3 Marketing & Sales | J. Public Agency Sales** - As a National Supplier, we do business with thousands of public sector clients annually. Can you please clarify what specific information you desire in response to this question?
- a. **Please provide the information requested in Section J – Previous fiscal year sales to public agency clients, a list of the top 10 public agency customers along with the total purchases by each agency along with a key contact at each agency.**
53. **P.24 | Section 3.3 Marketing & Sales | M. Guaranteed Contract Sales** - Please advise if we are required to commit to a "Guaranteed Contract Sales" volume for years 1-3. Will this be part of the evaluation criteria for award?
- a. **No, you are not required to commit to Guaranteed Contract Sales.**
54. **P.28 | Section 14. Administrative Fee, Reporting & Payment** - We would kindly ask you to reconsider the deadline for payment within 10 business days of the appropriate month end. With the report itself being due by the 10th day, please consider extending the receipt of payment on this report until the 30th day.
- a. **Please provide exceptions to Exhibit B – Administration Agreement with your response and along with Appendix B.**

PNI-Arizona Business Gazette

AFFIDAVIT OF PUBLICATION

PHASE:3
109 WESTPARK DRIVE, SUITE 360
BRENTWOOD, TN 37027

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

PRE-PROPOSAL CONFERENCE:
Thursday, November 21st, 2019, 10:00 am local time, Region 4 ESC Offices, 7145 West Tidwell Road, Houston, TX 77092.

PROPOSAL DUE DATE:
December 11th, 2019, BEFORE 2:00 PM LOCAL TIME. **CONTACT:** Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net
Pub: Nov 14, 2019

Order # 0003884116 # of Affidavits 1

P.O # #19-18

Published Date(s):

11/14/19

STATE OF WISCONSIN }
COUNTY OF BROWN } SS.

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.



Sworn to before me this

14 TH day of
NOVEMBER 2019



Notary Public

My Commission expires: 9/9/21



4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News



The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS ACCOUNT NUMBER

PHASE 3,
ACCOUNTS PAYABLE
109 WESTPARK DR STE 360

9001501174

BRENTWOOD TN 37027

DATE

11/7/2019

ACCOUNT NAME

PHASE 3,

TELEPHONE

6155674070

ORDER # / INVOICE NUMBER

0001272763 /

PUBLICATION SCHEDULE

START 11/07/2019 END 11/07/2019

CUSTOMER REFERENCE NUMBER

RFP #19-18

CAPTION

REQUEST FOR PROPOSALS Region 4 ESC, Houston, TX is requesting proposals from

SIZE

35 LINES 1 COLUMN(S)

TIMES

2

TOTAL COST

60.30

REQUEST FOR PROPOSALS

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AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related S** FOR **PHASE 3**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 11/07/2019 End 11/07/2019

DATE 11/7/2019

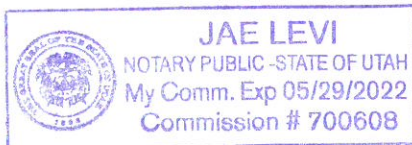
SIGNATURE

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 7TH DAY OF NOVEMBER IN THE YEAR 2019

BY LORAIN GUDMUNDSON.



NOTARY PUBLIC SIGNATURE

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
FURNITURE, INSTALLATION, AND RELATED SERVICES
Region 4 Esc; Bid Location Houston, TX, Harris County; Due 12/11/2019 at 02:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/8/2019

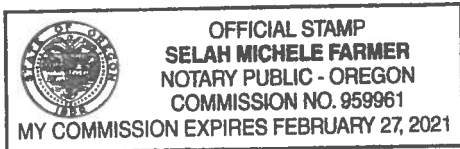
State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **8th** DAY OF **November**, 2019

Michelle Ropp

Notary Public-State of Oregon

REGION 4 ESC
FURNITURE, INSTALLATION, AND
RELATED SERVICES
Proposals Due 2:00 pm,
December 11, 2019
REQUEST FOR PROPOSALS
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Published Nov. 8, 2019. 11813266



Sydney Rubin
National Ipa
109 Westpark Dr Ste 360
Brentwood, TN 37027-5062

Order No.: 11813266
Client Reference No:

Page : 1 of 1 11/05/2019 10:54:08

Order Number : 20462855
PO Number : 19-18
Customer : 60036285 Phase 3 Marketing & Communi
Contact : Sydney Rubin
Address1 : 109 Westpark Drive
Address2 : Suite 360
City St Zip : Brentwood TN 37027
Phone :
Fax :

Printed By : Cathyann Christian
Entered By : Cathyann Christian

Keywords :
Notes :
Zones :

Ad Number : 11022229
Ad Key :
Salesperson : Legal - Legals - Helena
Publication : Independent Record On-Line
Section : Class Section
Sub Section : Legal
Category : 9999 Legals
Dates Run : 11/07/2019-11/07/2019
Days : 1
Size : 2 x 1.55, 14 lines
Words : 101
Ad Rate : Legal Line
Ad Price : 53.92
Amount Paid : 0.00
Amount Due : 53.92

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December 11th, 2019, BEFORE 2:00 PM LOCAL TIME. CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net

November 7, 2019

MNAXLP

AFFIDAVIT OF PUBLICATION

STATE OF MONTANA,

County of Lewis & Clark

Cathyann Christian

Being duly sworn, deposes and says;

That she is the principal clerk of the Independent Record, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the advertisement thereof: That the Requesting Proposals

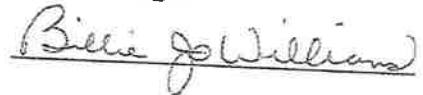
a true copy of which is hereto annexed, was published in said newspaper on the following dates: viz.:

November 7, 2019

making in all 1 publication(s)



Subscribed and sworn to me this 7 day of November, 2019.



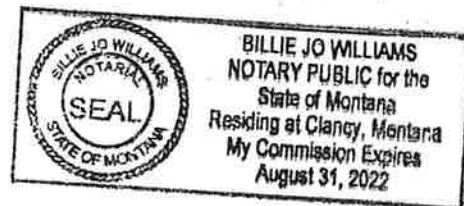
Notary Public for the State of Montana

Printed Name: Billie Jo Williams

Residing at Clancy, Montana 59634

My commission expires August 31, 2022

(Notary Seal)



Certificate of the Publisher

The Herald-News

Description:RFP 19-18
1721368
RFP 19-18

PHASE 3 MARKETING & COMMUNICATIONS
P O BOX 680758
MARIETTA GA 30068

Shaw Media certifies that it is the publisher of The Herald-News.
The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 11/07/2019

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on 7th day of November, A.D. 2019

Shaw Media By:



J. Tom Shaw, Publisher

Account Number 10174037

Amount \$76.40

PUBLIC NOTICE

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

PRE-PROPOSAL

CONFERENCE: Thursday, November 21st, 2019, 10:00 am local time, Region 4 ESC Offices, 7145 West Tidwell Road, Houston, TX 77092.

PROPOSAL DUE DATE: December 11th, 2019, BEFORE 2:00 PM LOCAL TIME.

CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net

(Published in Herald-News November 7, 2019) 1721368

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
(RFP No. 19-18) Furniture, Installation, and Related Services

}
}
}
}
}
}

STATE OF HAWAII

}
} SS.
}

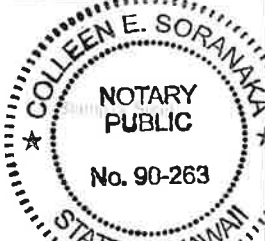
City and County of Honolulu

Doc. Date: NOV - 7 2019 # Pages: 1

Notary Name: COLLEEN E. SORANAKA First Judicial Circuit

Doc. Description: Affidavit of
Publication

[Signature] NOV - 7 2019
Notary Signature Date



Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

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December 11th, 2019, BEFORE 2:00 PM LOCAL TIME.
CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net (SA1244463 11/7/19)

Gwyn Pang being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

Honolulu Star-Advertiser 1 times on:

11/07/2019

MidWeek 0 times on:

The Garden Island 0 times on:

Hawaii Tribune-Herald 0 times on:

West Hawaii Today 0 times on:

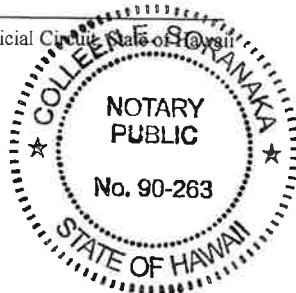
Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

Gwyn Pang
Gwyn Pang

Subscribed to and sworn before me this 7 day of November A.D. 2019

[Signature]
Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Jan 06 2020



Ad # 0001244463

SP.NO.: _____ L.N.



AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

PHASE 3 MARKETING COMMUNICAT 0000205511 HC085601320
RAN A LEGAL NOTICE
SIZE BEING: 3 x9 L

Product	Date	Class	Page
CNCY-Cypress Creek Mirror (Cypress/Cy-F:	Nov 13 2019	Legal Notices	
CNCH-Cypress Creek Mirror (Champions/KI	Nov 13 2019	Legal Notices	
CNPM-Magnolia Potpourri	Nov 13 2019	Legal Notices	
CNPO-Tomball Potpourri	Nov 13 2019	Legal Notices	
CNCY-Cypress Creek Mirror (Cypress/Cy-F:	Nov 20 2019	Legal Notices	
CNCH-Cypress Creek Mirror (Champions/KI	Nov 20 2019	Legal Notices	
CNPM-Magnolia Potpourri	Nov 20 2019	Legal Notices	

Product
CNPO-Tomball Potpourri

Date
Nov 20 2019

Class
Legal Notices

Page

Victoria Bond A/R Clerk
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 20th Day of November A.D. 2019



Charles E. Walichowski
Notary Public in and for the State of Texas

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PROPOSAL DUE DATE:
December 11th, 2019, BEFORE 2:00 PM LOCAL TIME. CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

**PHASE 3 MARKETING & COMM
SUITE 360
109 WESTPARK DRIVE
BRENTWOOD TN 37027**

**Account # 170430
Ad Number 0001076983**

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 11/07/2019 to 11/07/2019, on the following days:

11 / 07 / 19

REQUEST FOR PROPOSALS

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

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PROPOSAL DUE DATE:
LOCAL TIME. CONTACT:
Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net

PUB: November 7, 2019
LV Review-Journal

[Signature]

LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 7th day of November, 2019

Notary *[Signature]*



**PHASE 3 MARKETING AND COMMUNICATIONS
109 WESTPARK DRIVE, SUITE 360
BRENTWOOD, TN 37027**

Acct Number 65600
Ad Number 0000847893
Insertions 1
Total \$19.50

**AFFIDAVIT OF PUBLICATION,
NEW JERSEY, SUSSEX COUNTY, ss**

Brittany Weiss, of full age being duly sworn, did depose and say that the notice hereto attached was published in THE NEW JERSEY HERALD and/or NEW JERSEY SUNDAY HERALD a newspaper printed and circulated in said county on:

<u>ADNUMBER</u>	<u>Publication</u>	<u>Page</u>	<u>Date</u>
0000847893-01	NJH Herald	C2	11/07/2019



Subscribed and sworn to me before this date: 11/07/2019


Notary: _____ Date: 11/07/2019

NOTICE
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CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net
Nov. 7, 2019 pf\$12.00
0000847893 NJH

**ROBIN K. FICHTER
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50020719
My Commission Expires 8/11/2020**

Richmond Times-Dispatch

Advertising Affidavit

Account Number

6067881

300 E. Franklin Street
Richmond, Virginia 23219
(804) 649-6208

Date

November 07, 2019

PHASE: 3 MARKETING AND COMMUNICATIONS
109 WESTPARK DRIVE
SUITE 360
BRENTWOOD, TN 37027

Date	Category	Description	Ad Size	Total Cost
11/16/2019	Propos-Sld Bids-RFP	Region 4 ESC, Houston, TX is requesting proposals from quali	2 x 0 L	101.20

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

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Publisher of the Richmond Times-Dispatch

This is to certify that the attached Region 4 ESC, Houston, TX was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:

11/07/2019

The First insertion being given ... 11/07/2019

Newspaper reference: 0001024061

Sworn to and subscribed before me this Thursday, November 7, 2019


Notary Public


Billing Representative

State of Virginia
City of Richmond
My Commission expires _____

Kimberly B. Harris
NOTARY PUBLIC
Commonwealth of Virginia
Notary Registration Number 356753
Commission Expires January 31, 2021

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408
Telephone (909) 889-9666 / Fax (909) 884-2536

SYDNEY RUBIN
PHASE 3 MARKETING & COMMUNICATIONS/NIPA
109 WESTPARK DRIVE SUITE 360
BRENTWOOD, TN - 37027

SB #: 3311896

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.
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PROPOSAL DUE DATE:
December 11th, 2019, BEFORE 2:00 PM LOCAL TIME. **CONTACT:**
Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net
11/8/19

SBS-3311896#

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:
RFP No. 19-18

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

11/08/2019

Executed on: 11/08/2019
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature



Email * A 0 0 0 0 0 5 2 7 2 9 3 6 *

STATE OF WASHINGTON – KING COUNTY

--SS.

379248
PHASE 3 MARKETING & COMM

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

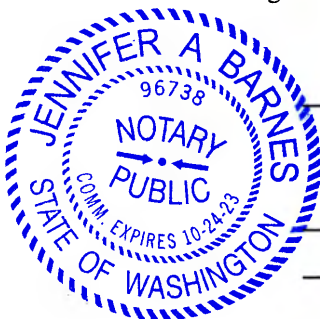
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB: REG 4 HOUSTON FURNIT

was published on

11/07/19

The amount of the fee charged for the foregoing publication is the sum of \$ 69.30.



[Handwritten signature]

Subscribed and sworn to before me on

11/07/2019

[Handwritten signature]
Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

Region 4 ESC, Houston, TX Furniture, Installation, and Related Services Bid date: December 11

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

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CONFERENCE:** Thursday,
November 21st, 2019, 10:00 am
local time, Region 4 ESC Offices,
7145 West Tidwell Road, Houston,
TX 77092.

PROPOSAL DUE DATE:
December 11th, 2019, BEFORE
2:00 PM LOCAL TIME.
CONTACT: Crystal Wallace,
Business Operations Specialist,
(713) 744-8189 or cwallace@esc4.net

Date of publication in
the Seattle Daily Journal of
Commerce, November 7, 2019.

11/7(379248)

CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in
THE ADVOCATE, a daily newspaper of
general circulation published in Baton Rouge,
Louisiana, and the Official Journal of the
State of Louisiana, City of Baton Rouge, and
Parish of East Baton Rouge or published daily in
THE TIMES-PICAYUNE/
THE NEW ORLEANS ADVOCATE, in
New Orleans Louisiana, or published daily in
THE ACADIANA ADVOCATE in

11/07/2019

Kristi Bunch, Public Notices Representative

Sworn and subscribed before me by the person
whose signature appears above

11/7/2019

M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite



PUBLIC NOTICE

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CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net

396092-nov 7-1t

PHASE 3 MARKETING & COMM

396092-01

SYDNEY RUBIN
109 WESTPARK DR STE 360
BRENTWOOD, TN 37027

THE STATE MEDIA CO., INC.
Columbia, South Carolina publisher of



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
580372	0004449570	Request For Proposals Region 4 ESC, Houston, TX is requesting propo:

Attention: Sydney Rubin

PHASE 3 MARKETING
PO BOX 680758
MARIETTA, GA 30068

Request For Proposals

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2:00 PM LOCAL TIME. CONTACT:
Crystal Wallace, Business Opera-
tions Specialist, (713) 744-8189 or
cwallace@esc4.net
4449570

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

November 07, 2019

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 13th day of November in the year of 2019

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

TIMES UNION

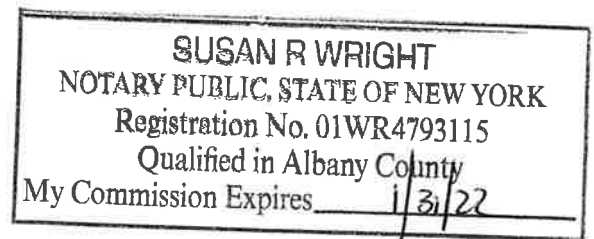
timesunion.com

Albany Times Union
News Plaza
Box 15000
Albany, New York 12212

PHASE 3 MARKETING AND COMMUNICATIONS Account Number: 600120168
109 WESTPARK DRIVE, SUITE 360 Order Number: 0004084095
ATTN: SYDNEY RUBIN Order Invoice Text: National IPA - RFP
BRENTWOOD, TN 37027

T Tomes / R Bernard / T Duquette / P Sheehan / A Rubel of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

11-08-2019



Sworn to before me, this 11 day of November 2019.

Notary Public
Albany County

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

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December 11th, 2019, BEFORE 2:00 PM LOCAL TIME. CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-6189 or cwallace@esc4.net

TU1t 4084095

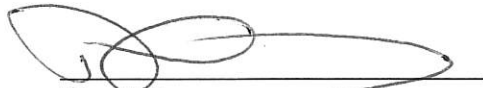
November 19, 2019

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

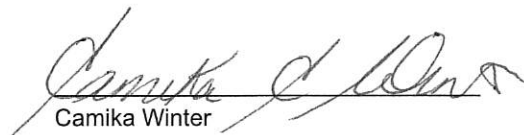
RFP# 19-18 was published within said newspaper in the Public Notice Section of the on the following date(s):

11/07/2019



Don Whitman

On this the 19th day of November, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.



Camika Winter
State of Florida
County of Pinellas

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

TECH

Facebook's Portal TV feels natural



Talking Tech
Jefferson Graham
USA TODAY

I don't like the idea of granting my TVs access to Facebook and allowing the social network to install a video camera and microphone in my living room.

But I've got to admit its new Portal TV is, hands down, the best video chat device I've ever come across. And to communicate with my relatives, I could let down my guard and let Facebook in.

There are some concerns, and they are big ones. More on that below.

I've tried the vertical phone thing with friends and family on FaceTime and Google Hangouts, I've done laptop-to-laptop chat, Periscoped, Facebook Live'd – you name it.

But with Portal TV in the living room – hanging out on the couch, without having to hold a phone in front of my face or sitting statically by a laptop or desktop – it just seemed so natural.



Video chatting with Ed Baig on Facebook Portal TV. JEFFERSON GRAHAM

What is Portal TV?

Portal TV is the next step for Facebook, which in 2018 introduced the Portal video display unit for chats, playing music and games. The initial units were 15 inches and 10 inches and sold poorly the first year, according to a sales survey by Voicebot.ai. This year, Facebook upgraded the Portal with 8-inch (\$129) and (a revamped) 10-inch (\$179) models, adding the ability to do WhatsApp chats as well.

For \$149, you can buy Portal TV, if you can get over the social network's various privacy breaches and its tendency to

track personal data to sell to marketers. If you're considering any of the Portal units, this is the one to get.

Why buy a little box for video chatting that does little beyond video chat – yeah, it plays music and shows a handful of videos, but you get that with TV, and the bigger screen is way prettier to look at. On a large, flat-screen, in 4K resolution, whatever size TV you have is going to look way better than 10 inches.

How Portal TV worked

My video chat with colleague Ed Baig, on my Portal TV test unit to his, looked fabulous. I was in his basement, he was in my living room, and the Face-

book Portal camera easily panned and zoomed along with us as we moved, to follow us around the room. Not in a creepy way, but as a tool to make the visuals way more interesting.

My other video chats were good, but nowhere near as impressive as Portal to Portal, which is the optimum experience.

I called my brother, who held up his phone vertically cropping out half of the image, which is what happens when the camera isn't held horizontally. When I called USA TODAY colleague Trevor Hughes. He was in front of his laptop, in horizontal, thank you, and that was great. But he was stuck behind a desk, while I was free to roam around.

If you're considering Portal TV, you'll really want two of them. (Facebook offers a \$50 discount if you buy two, so the total bill would be \$250 plus tax.)

But, still, there are concerns

Facebook knows it has privacy issues to contend with. The unit is "private by design," Facebook says on its website. To appease concerns about that always-on video camera, the Portal has a cover that can slide over the camera when not in use – if you remember to do that.

Don't think for a minute that Facebook isn't monitoring you. When you connect on a video call, "we collect information in a similar way to other Facebook products," the social network notes. For instance, it notes that you've made a call, who you called and where, and which other Portal apps (which include Pandora and CBS All-Access) have been opened and used. That "may be used to inform the ads you see across Facebook," the company admits.

Facebook says it does not listen to, view or keep the contents of your video or audio calls, "so nothing you say on a Portal call is used for advertising."

However, it also says that when you use the "Hey, Portal" wake words, it records and transcribes your commands and invites users to go to their Portal settings to delete them.

But in typical Facebook fashion, it makes it nearly impossible to opt-out, by sending you to a computer or mobile device to type in a code that's such a hassle, you give up on the spot. Oh, if only Apple, without all this privacy baggage, had created the product instead.

Portal TV is available at Facebook's online store, Best Buy, Bed, Bath & Beyond and Amazon.

KNOW YOUR STUFF

Fridge shelf no better for battery shelf life

Know Your Stuff is a new column that unlocks the hidden secrets about the everyday products you own.

David Kender
USA TODAY

If you were to peek inside my refrigerator, you might see a surprise next to the butter drawer: my batteries. I keep them there because, at some point in the foggy past, someone told me it was good idea, and I believed them.

However, I've learned that gut instincts often fall apart in the face of actual facts. So I took my question to the experts and learned, yet again, that even the simple things we own can be surprisingly complex.

Myth: Storing batteries in the refrigerator prolongs their life.

Fact: It's partially true, but you're better off not doing it.

In order to understand why, it's helpful to have some insight into how a battery works. To keep things simple, we'll limit ourselves to common AA and AAA batteries – not smartphone or laptop batteries.

To get technical for just one moment, batteries release energy because of a chemical reaction between two or more compounds stored inside. Electrons flow out of the one terminal, through whatever device they're powering, and back into the other terminal.

But even when they're not plugged in, those electrons can sneak out of the battery, draining their capacity through a process called self-discharge.

It's easy to see how common wisdom would point towards the refrigerator as a solution: If you can slow down the chemical reaction, you should be able to store batteries longer.

So, should you? The answer from battery makers is a uniform and un-



Experts say don't store your batteries in the fridge. JACKSON RUCKAR/REVIEWED

quivocal.

"That's a long-held myth, and the answer is no," says Tom Van Voy of Panasonic Energy Corp. of America.

All major brands recommend a clean, dry, room-temperature environment.

When stored properly, the discharge rate of a single-use alkaline battery, the

most common type in the U.S., is negligible – only about 3% per year. Single-use lithium batteries lose even less.

While refrigeration is a no-no, temperature still has a big impact on a battery's shelf life.

When battery makers recommend "room temperature," they generally mean between 68-78°F. Depending on your location, though, your house may get a lot warmer than that. And the hotter it gets, the faster your batteries lose their charge.

Yet another reason experts recommend not keeping batteries in the fridge is condensation.

"Humidity can impact batteries as a whole, says Van Voy, "and that's why we recommend a dry storage environment. You build up condensation in a refrigerator."

If you insist on keeping your batteries in fridge, at least put them in an airtight container where water vapor can't get at them.

But consider me reformed. You'll find my batteries in the drawer from now on.

David Kender is the editor in chief of Reviewed, a product review website and part of the USA TODAY Network. If you have a question about how your stuff works, or just want to know what to buy, email him at request@reviewed.com.

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NOTICES

PUBLIC NOTICE

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide **Furniture, Installation, and Related Services (RFP No. 19-18).**

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

PRE-PROPOSAL CONFERENCE:
Thursday, November 21st, 2019,
10:00 am local time, Region 4 ESC Offices,
7145 West Tidwell Road, Houston, TX 77092.

PROPOSAL DUE DATE:
December 11th, 2019, BEFORE 2:00 PM LOCAL TIME.

CONTACT:
Crystal Wallace, Business Operations Specialist,
(713) 744-8189 or cwallace@esc4.net

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories** to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>.

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than January 7, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

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PUBLIC NOTICE

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

RFP# 191101 – Commissioning and Testing Services for Facility Systems

Proposals are due and will be opened on December 20, 2019, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

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by Melanie Boyer
Enchanting 220 page coffee-table devotional filled with garden photography Available on Amazon

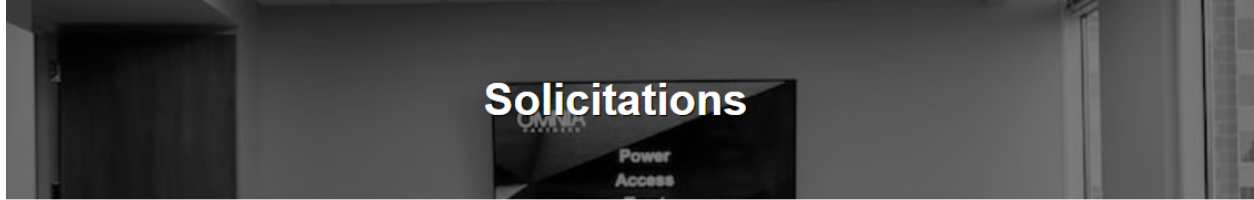
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Thursday, November 7, 2019





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SUPPLIER INFORMATION

Review the OMNIA Partners contracting process here:

LEAD AGENCY PROCESS

Current Solicitations

+ Risk Preparedness and Claims Recovery Services

+ Disaster and Non-Disaster Restoration of Operational Services

- Furniture, Installation, and Related Services



Lead Agency:

Region 4 Education Service Center ("ESC")

Response Due: Wednesday, December 11, 2019 at 2:00 PM CENTRAL TIME

[Click here to receive a copy of the RFP.](#)

Region 4 Solicitations

Select the RFP about which you would like to receive more information.

* Required

Name *

Your answer

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I am interested in the following solicitations:

- R19-19 Educational Software Solutions and Services - Responses Due November 19, 2019 at 10:00 A.M. CST
- R19-11 Copiers and Printers - Responses Due November 19, 2019 at 10:00 A.M. CST
- R19-20 Maintenance, Repair and Operations (MRO) Supplies & Related Services - Responses Due Tuesday, December 3, 2019 at 2:00 P.M. CST
- R20-02 Bleeding Control Kits and Related Hemorrhage Control Products and Services - Responses Due Monday, December 2, 2019 at 2:00 P.M. CST
- R19-18 Furniture, Installation, and Related Services - Responses Due December 11, 2019 at 2:00 PM. CST