

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 18th day of February 20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award Contract 01-06JAN20 – Law Enforcement Dogs (Term and Supply) for the Sheriff’s Department to Shallow Creek Kennels, Inc. of Sharpsville, Pennsylvania.

Terms of the award are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 18th day of February 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: 2/6/20
RE: Contract# 01-06JAN20 – Law Enforcement Dogs (Term and Supply) for the Sheriff's Department

Request for Proposal 01-06JAN20 solicited proposals for Law Enforcement Dogs for the Boone County Sheriff's Department. Two proposals were received and reviewed by a Boone County Evaluation Committee consisting of Captain Gary German and Lieutenant Phil Smith of the Boone County Sheriff's Department. The Evaluation Report that also includes the cost analysis is included as an attachment to this memo. It is noted that the award will not be made to the lowest priced proposal. The award of contract will be made to the "lowest and best" proposal which has received the highest score as a result of the evaluation conducted by the County Evaluation Committee. A contract will be awarded to Shallow Creek Kennels, Inc. of Sharpsville, Pennsylvania.

The contract period will run from Date of Award through One (1) Year, and there are three (3) one-year renewal options available after this initial period.

Payments will be paid from the following funds/accounts:

- Fund 2570 Sheriff K9 Operations/Account 91300 – Machinery & Equipment: \$ 8,000.00

/lp

Attachment

cc: Leasa Quick, Sheriff's Department
Contract File

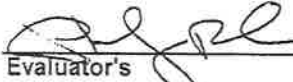
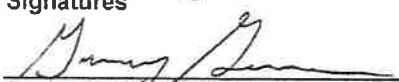
EVALUATION SCORING FORM

PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR PROPOSAL 01-06JAN20 - Law Enforcement Dogs - Boone County Sheriff's Department

					For Purchasing Use Only	
	NAME OF OFFEROR	METHOD OF PERFORMANCE (30 Points)	EXPERIENCE & RELIABILITY (20 points)	TOTAL SUBJECTIVE POINTS (50 points)	COST POINTS (50 points)	TOTAL POINTS (Max 100 points)
1	Shallow Creek Kennels	30	20	50	49	99
2	Vohne Liche Kennels	15	15	30	50	80

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

	Philip Smith	Lt.	Sheriff's Dept.
Evaluator's Signatures	Evaluator Printed Name	Title	Dept.
	Gary German	Capt.	Sheriff's Dept.
Evaluator's Signatures	Evaluator Printed Name	Title	Dept.

RFP 01-06JAN20 Law Enforcement Dogs	QTY	Shallow Creek Kennels, Inc.	Extended Prices	Vohne Liche Kennels, Inc.	Extended Prices
Cost Evaluation					
Line Item 5.3.1: Dual Purpose Law Enforcement Dog, Male or Female, Dual-Purpose Only acceptable breeds: German Shepherd, Dutch Shepherd, or Belgian Malinois, or a mix of these breeds -County will pick-up from kennel	1	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Line Item 5.3.2: Single Purpose Law Enforcement Dog, Male or Female, Single-Purpose Only acceptable breeds: Labrador, German Shorthaired Pointer, or other suitable hunting breeds -County will pick-up from kennel	1	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
TOTAL PRICE ORIGINAL CONTRACT PERIOD			\$ 14,500.00		\$ 14,500.00
1st Renewal Pricing					
Line Item 5.3.1: Dual Purpose Law Enforcement Dog, Male or Female, Dual-Purpose Only acceptable breeds: German Shepherd, Dutch Shepherd, or Belgian Malinois, or a mix of these breeds -County will pick-up from kennel	1	\$ 8,400.00	\$ 8,400.00	\$ 8,160.00	\$ 8,160.00
Line Item 5.3.2: Single Purpose Law Enforcement Dog, Male or Female, Single-Purpose Only acceptable breeds: Labrador, German Shorthaired Pointer, or other suitable hunting breeds -County will pick-up from kennel	1	\$ 6,825.00	\$ 6,825.00	\$ 6,630.00	\$ 6,630.00
TOTAL PRICE FIRST RENEWAL CONTRACT PERIOD			\$ 15,225.00		\$ 14,790.00
2nd Renewal Pricing					
Line Item 5.3.1: Dual Purpose Law Enforcement Dog, Male or Female, Dual-Purpose Only acceptable breeds: German Shepherd, Dutch Shepherd, or Belgian Malinois, or a mix of these breeds -County will pick-up from kennel	1	\$ 8,820.00	\$ 8,820.00	\$ 8,323.00	\$ 8,323.00
Line Item 5.3.2: Single Purpose Law Enforcement Dog, Male or Female, Single-Purpose Only acceptable breeds: Labrador, German Shorthaired Pointer, or other suitable hunting breeds -County will pick-up from kennel	1	\$ 7,166.00	\$ 7,166.00	\$ 6,763.00	\$ 6,763.00
TOTAL PRICE SECOND RENEWAL CONTRACT PERIOD			\$ 15,986.00		\$ 15,086.00

3rd Renewal Pricing

Line Item 5.3.1: Dual Purpose Law Enforcement Dog, Male or Female, Dual-Purpose	1				
Only acceptable breeds: German Shepherd, Dutch Shepherd, or Belgian Malinois, or a mix of these breeds					
-County will pick-up from kennel		\$ 9,261.00	\$ 9,261.00	\$ 8,490.00	\$ 8,490.00
Line Item 5.3.2: Single Purpose Law Enforcement Dog, Male or Female, Single-Purpose	1				
Only acceptable breeds: Labrador, German Shorthaired Pointer, or other suitable hunting breeds					
-County will pick-up from kennel		\$ 7,525.00	\$ 7,525.00	\$ 6,898.00	\$ 6,898.00
		TOTAL PRICE THIRD RENEWAL CONTRACT PERIOD			
			\$ 16,786.00		\$ 15,388.00

GRAND TOTAL ALL CONTRACT PERIODS

\$

62,497.00

\$

59,764.00

NOTE: See File Memo - the Cost of Trainer Lodging has been added to Vohne Liche Kennel's pricing.

Lodging Costs: 5 days X 1 trainer X \$55 per day = \$275 original contract period. Assume the same for all four contract periods for a total additional cost to the County of \$1,100.00

\$

1,100.00

\$

60,864.00

COST POINTS: MAXIMUM 50 POINTS

49

50

Evaluation Report RFP 01-06JAN20 – Law Enforcement Dogs for the Boone County Sheriff

OFFEROR #1: Shallow Creek Kennels

- The proposal from Shallow Creek Kennels is deemed responsive to the mandatory terms and conditions of the RFP.

EXPERIENCE, EXPERTISE AND RELIABILITY: SCORE 20 of 20

Strengths:

- SCK's President and CEO (Mr. John Brannan) is a North American Police Work Dog Association (NAPWDA) Master Trainer
- Master trainer has law enforcement background
- SCK is an ATF Class 1.1 High Explosives permitted organization and has a DEA license for storage and use of controlled substances
- Certified Woman Owned Small Business
- Provided copy of Bureau of Dog Enforcement for Mercer County, Pennsylvania Kennel License
- NAPWDA standards are recognized by the Missouri Police Canine Association and there is certification reciprocity between the two organizations
- SCK's experience providing and training law enforcement dogs spans 20 years working with state, county and local law enforcement agencies as well as the Department of Defense and the Department of Homeland Security
- Boone County Sheriff's Department has had positive experience with dogs and training provided by SCK
- SCK's experience is focused on law enforcement dogs and training as opposed to military/high explosives
- References include the Boone County Sheriff's Department, the Port Clinton Police Department, the New York Transit Police, the Hillsborough County Sheriff's Department, and the Colorado Springs Police Department (like Boone County – has an in-house trainer and purchases a variety of dogs green, pre-title and titled).
- Supportive comments from the references
- Boone County Sheriff's Department has worked with SCK in past and SCK provided on-site assistance with a dog having a training issue free of charge to the County.

Concerns: None

METHOD OF PERFORMANCE: SCORE 30 of 30

Strengths:

- SCK will provide on-going consultation and guidance to the County after dog is purchased/trained throughout the contract period
- SCK provided specific guarantees about the health and trainability of their dogs including a genetic guarantee that covers any genetic disease that precludes the canine from performing the tasks of a police service dog
- Specific about what would void their warranty
- Offer replacement dog as part of warranty guarantee

- Identified Lisa Bannon as the Single Point of Contact for the County; her availability is 8:00 A.M. – 5:00 P.m. Mondays through Fridays
- Have health assessment conducted by third-party – use the Greenville Veterinary Clinic, LLC to perform full physical of prospective dog; SKC bears all costs for exam
- Has good stock of dogs available - 64 dual purpose and 18 single purpose that include acceptable breeds
- Has state of the art dog run to accommodate 85 dogs with indoor/outdoor features – indoor run is heated.
- Addressed testicle descent on male dogs
- Lodging on their kennel campus in Sharpesville, Pennsylvania for trainers is provided at no additional charge. SCK's lodging facility can accommodate 15 trainers at a time.
- SCK provides consultation and guidance to the County throughout the contract at no additional cost to the County.

Concerns:

- None

OFFEROR #2: Vohne Liche Kennels

- The proposal from Vohne Liche Kennels is deemed responsive to the mandatory terms and conditions of the RFP.

EXPERIENCE, EXPERTISE AND RELIABILITY: SCORE 15 of 20

Strengths:

- 26 years experience providing Explosives Detection Services to many government and private customers
- Mirrors its training standards to those of American Working Dogs (AWD) and NNDDA which VLK says are equivalent to the North American Police Work Dog Association
- Uses canine training/handling Subject Matter Experts (SME) from programs around the world
- Can provide copies of all trainer/instructor certificates to prove qualifications of its personnel upon request
- VLK is a state and federal authorized and certified training facility
- References include the Kansas City Police Department, the Farmington Police Department, and the Platte County Sheriff's Office for Dual Purpose Dogs; and the Oklahoma County Sheriff's Department, the Macon County Sheriff's Office, and the Metro Police Department for Single Purpose Dogs.

Concerns:

- Does not have a North American Police Work Dog Association Master Trainer on staff
- The standards of American Working Dogs (AWD) and NNDDA are not adopted by the Missouri Police Canine Association
- Did not include copies of licenses or certifications in proposal
- KCPD buys trained dogs for warranty. This concerns BCSD inasmuch as warranty and guarantee specifics were not addressed with any detail in proposal.

METHOD OF PERFORMANCE: SCORE 15 of 30

Strengths:

- Identified Robert Walker the Director of Administration as the Single Point of Contact for the County; his availability of 8:00 A.M. through 5:00 P.M. Mondays through Fridays.

- Has large stock of dogs available: 85 Dual Purpose and 40 Single Purpose Dogs – VLK indicates it has 350 trained dogs available at any given time
- Large training facility in Denver, Indiana. Kennel has 500 dog capacity built in 1992/2010 excellent condition.
- Have three lodging sites for trainers

Concerns:

- Did not provide specific detail about their guarantees and warranties
- Presentation was not tailored to Boone County – canned response; partially handwritten – not as formally prepared as SCK’s proposal.
- No 3rd-party health assessment
- Overnight lodging at \$55/night which poses a cost consideration for the County since training covers 2-5 days.
- Did not address dogs’ ages or testicle descent for males unlike SCK.
- Proposal mentions that staff will inspect the dogs prior to export to USA. The proposal does not mention if the dogs are checked by a veterinarian.

SUMMARY:

In summary, the proposal from Shallow Creek Kennels scores 20 out of a maximum 20 points in the area of Experience, Expertise and Reliability compared to Vohne Liche Kennels for the following most important features: Shallow Creek Kennels has a demonstrated positive history with providing dual purpose dogs to the Boone County Sheriff’s Department (BCSD). The BCSD has otherwise assisted other Missouri law enforcement agencies on single purpose dogs purchased from Shallow Creek Kennels with good results. Shallow Creek Kennels has a long history sourcing and training law enforcement dogs and its experience/history is focused on law enforcement training situations versus military which is more closely aligned to the BCSD’s intended use of the trained canine. Reference information obtained by the County supports the BCSD’s positive experience. Shallow Creek Kennels staff travelled on-site to assist the County overcome a training issue it was having with a dog sourced from its kennel at no cost. Shallow Creek Kennel has demonstrated that it stands by its product. Shallow Creek Kennels provided supportive detail in its proposal about its expertise in law enforcement dog sourcing and training and provided detail not seen in the proposal for Vohne Liche Kennels such as its Pennsylvania state kennel license. Of great significance to the BCSD, Shallow Creek Kennel has a North American Police Work Dog Association (NAPWDA) Trainer on staff. Shallow Creek Kennel’s adherence to NAPWDA standards is important to the BCSD because NAPWDA standards are recognized by the Missouri Police Canine Association.

Vohne Liche Kennels scores 15 out of a maximum 20 points in the area of Experience, Expertise and Reliability for the following reasons. Vohne Liche Kennels does not have a NAPWDA trainer on staff and does not subscribe to NAPWDA standards. The County prefers standards that are recognized by the Missouri Police Canine Association. Vohne Liche Kennels indicates that it trains to the American Working Dogs and NNDA standards that it says are equivalent to NAPWDA standards. This is not effectively argued in the proposal. Vohne Liche Kennels has a reputable history conducting law enforcement dog sourcing and training, and the references contacted provided supportive information to the County about Vohne Liche Kennel’s support of their dogs and training. Its focus appears moreso in the area of military applications such as high explosives training given the information presented in the proposal. Vohne Liche Kennels unlike Shallow Creek Kennels provided no information about its guarantees/warranties or other supportive documentation such as its kennel

license although it's understood that Indiana's licensure requirements for kennels differ compared to Pennsylvania where Shallow Creek Kennels is located.

In terms of Shallow Creek Kennel's Method of Performance, it scores 30 points out of a maximum 30 points. Shallow Creek Kennels has a large facility with a good stock of canines of acceptable breeds from which the County may choose its dog. Shallow Creek Kennel provided significant detail in its proposal about its guarantees/warranties that cover the dog's health and trainability. Shallow Creek Kennels offers lodging on its premises for the County trainer at no cost to the County. Shallow Creek Kennel offers on-going guidance and consultation throughout the life of the contract also at no additional cost to the County. Significantly Shallow Creek Kennels uses a third-party veterinarian to assess the health of canines it makes available for purchase which is preferred by the BCSD.

In terms of Vohne Liche Kennel's Method of Performance, it scores 15 points out of a maximum 30 points. Vohne Liche Kennels has a large facility with three lodging options with an additional upcharge for lodging. Several dogs of acceptable breeds are available with a large stock on hand at any given time according to detail in the proposal. Vohne Liche's proposal was not as detailed in general compared to Shallow Creek Kennel's proposal on issues like the dog's general health, e.g., the testicle issue for male dogs. No detail was presented regarding its guarantees/warranties and in general the level of on-going support Vohne Liche Kennels would provide to the County throughout the contract at no additional cost. Vohne Liche Kennels does not use a third-party veterinarian to assess the health of its sourced canines instead relying on in-house staff to assess the dog. The BCSD prefers bringing in an independent veterinarian to conduct the initial health assessment such as Shallow Creek Kennels does.

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT DOGS**

THIS AGREEMENT dated the 18th day of February 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Shallow Creek Kennels, Inc.** herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Law Enforcement Dogs**, County of Boone Request for Proposal (RFP) number **01-06JAN20** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions, as well as the Contractor's proposal response dated **01/03/20**, executed by **Robert L. Johnson**, on behalf of the Contractor, and e-mail clarification dated 01/17/20 from **Lisa Bannon**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the proposal response may be permanently maintained in the County Purchasing Office RFP file for this RFP if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions shall prevail and control over the Contractor's proposal response.

2. Contract Period – The contract period shall be **Date of Award** (as referenced above) **through One (1) Year**. The County shall have the option to renew the contract for three (3) one-year periods subsequent to the initial contract period, with an option to renew on a month-to-month basis thereafter.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Law Enforcement Dogs on an as needed, if needed basis. Law Enforcement Dogs shall be provided as required in the RFP specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County:

Extradition Services	
Description of Service	Firm, Fixed Unit Price Per Each Initial Contract Period
Dual Purpose Law Enforcement Dog, Male or Female, Dual-Purpose	\$8,000.00/Each

<p>Only acceptable breeds: German Shepherd, Dutch Shepherd, or Belgian Malinois, or a mix of these breeds</p> <p>- County will pick-up from kennel</p>	
<p>Single Purpose Law Enforcement Dog, Male or Female, Single-Purpose</p> <p>Only acceptable breeds: Labrador, German Shorthaired Pointer, or other suitable hunting breeds</p> <p>- County will pick-up from kennel</p>	<p>\$6,500.00/Each</p>

4. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

7. Termination - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Commission Order # _____

SHALLOW CREEK KENNELS, INC.

DocuSigned by:
by Lisa Brannon
D50A5958C2FF4AF...
title Officer Manager

BOONE COUNTY, MISSOURI

by: Boone County Commission
DocuSigned by:
Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charly J. Johnson
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 2570 - Account: 91300: \$8,000.00

DocuSigned by: <u>Dune Bradford by jg</u>	2/4/2020	
Signature	Date	Appropriation
Account		

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Proposal and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all proposals, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this proposal on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in proposal process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the proposal.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Proposals qualified by escalator clauses may not be considered unless specified in the proposal specifications.
12. No proposal transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular proposal should be directed to the Purchasing Department prior to proposal opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all proposal responses over \$25,000, if any manufactured goods or commodities proposed with proposal/proposal response are manufactured or produced outside the United States, this MUST be noted on the Proposal/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

Liz Palazzolo

From: Lisa Brannon <sckk9warden@pymtele.net>
Sent: Friday, January 17, 2020 6:30 AM
To: Liz Palazzolo
Subject: RE: Sorry to send twice- Boone County

Good Morning Ms. Palazzolo,
Thank you for your e-mail.

We understand that a K9 may need emergency care for things like sutures and those procedures would not void the warranty.

If a K9 is shot or in a serious accident of some sort, that may affect your workability warranty as we would not be able to return the K9 to our vendor.

Neutering or any elective surgery would need to be discussed prior to surgery.

We have sold K9's to Boone County and surrounding departments with the same warranty in place for 10 years without ever having a problem.

Lodging for loyal customers is at no additional cost to the department as long as we don't have a class in session.

Let me know if you have any other questions or need any additional information from us.

Thank you,
Lisa

From: Liz Palazzolo [mailto:LPalazzolo@boonecountymo.org]
Sent: Thursday, January 16, 2020 5:26 PM
To: Lisa Brannon
Subject: Sorry to send twice- Boone County

Sorry Lisa - - I don't want to appear impatient – I couldn't find that I had sent the clarification request about the lodging on Wednesday. One of those things where I swore I did it but could not find proof – until AFTER I sent the second request today. Sorry!

Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

Request for Proposal For Law Enforcement Dog(s)

RFP #: 01-06JAN20

January 6, 2020

Submitted to:

Boone County Purchasing
Liz Palazzolo
Senior Buyer

613 E. Ash Street, Room 109
Columbia, MO 65201
573-886-4392

lpalazzolo@boonecountymmo.org

Submitted by:

Shallow Creek Kennels, Inc.
6572 Seneca Rd
Sharpsville, PA 16150
Phone: 724-646-1895



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Use or disclosure of the data contained on this sheet is subject to the restriction on the title page of this proposal

SOURCE SELECTION INFORMATION

Bid Submittal

**RFP #: 01-06JAN20
January 6, 2020**

To Ms. Palazzolo:

Shallow Creek Kennels (SKC), based in Sharpsville, PA is pleased to submit the following bid in response to RFP #: 01-06JAN20 requesting Untrained Law Enforcement Dog(s) for Boone County, Missouri.

The following information is submitted in response to RFP #: 01-06JAN20:

- Corporate Structure: S-Corporation
- Number of Employees: 10
- Address: Shallow Creek Kennels, Inc.
6572 Seneca Road
Sharpsville, PA 16150

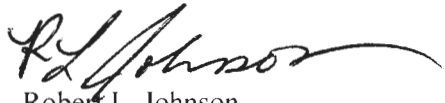
- Point of Contact: Ms. Lisa Brannon
Telephone/Fax - 724-646-1895
sckk9warden@pymtele.net

- Offer Validity Period – This offer is valid for Ninety (90) days from January 6, 2020.

I certify that my company, nor my employees, or kennel(s) have not been found in any violation of local, state, or federal rule, law or regulation pertaining to the mistreatment, abuse or neglect of canines or currently under investigation for any of these offenses.

We thank you for your consideration of our proposal and look forward to working with you.

Sincerely,



Robert L. Johnson
Director of Contracts

ORIGINAL

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.



5. VENDOR RESPONSE AND PRICING PAGES

5.1 The offeror should submit three (3) complete copies of the offeror's proposal response in a single-sealed envelope, clearly marked on the outside, left corner with the offeror's company name and return address, the Request for Proposal number and the proposal opening due date and time. In addition, the offeror shall complete the following as indicated below and submit said completed form with each copy of the proposal response.

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's company in a contract with the County.)

Company Name: Shallow Creek Kennels, Inc.

Address: 6572 Seneca Road

City/State/Zip Code: Sharpsville, PA 16150

Telephone: 724-646-1895 Fax: 746-646-1895

Federal Tax ID (or Social Security #): 20-0204250

Contact Name and E-Mail Address to receive documents for electronic signature:

Lisa Brannon - sckk2warden@pymtele.net

Check One: Corporation
Partnership -- Name
Individual Proprietorship -- Individual Name
Other -- Specify _____

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed, *unless pricing has been specifically quoted for vehicle delivery and preparation below.*

RFP #: 01-06JAN20 13 Insertion Date: 12/03/2019

Bid Submittal

RFP #: 01-06JAN20

January 6, 2020

Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

Type/Print Name: Robert L. Johnson Title: Director of Contracts

Signature:  Today's Date: 1/3 2020

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

5.2 Cooperative Procurement: It is highly preferred that the vendor allow for cooperative procurement, and allow other Missouri law enforcement entities to use the County's contract. The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

XXXXX Yes No

(Continued on next page)

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Insertion Date: 12/03/2019

1. Executive Summary

Shallow Creek Kennels (SCK) currently has a staff of 10, which is comprised of technically proficient canine trainers and kennel support. Our team possesses the specific canine selection and training experience to perform all the functions, tasks, and requirements specified within the request for proposal (RFP).

Our team hits the ground running with immediate impact and contributions

SCK leadership all have extensive prior service with and knowledge of the requirements necessary to provide trained and untrained Canines and the logistics involved in delivering canines worldwide. We have experience supporting government, state and local law enforcement agency needs and the immediacy of corresponding requirements that demand fast, responsive, and appropriate solutions.

SKC provides a well-known commodity with a long record of superb, on-time, cost-effective performance and well-documented canine logistics processes. Grounded in excellent leadership, superior technical expertise, and a proven record of timely response to critical mission requirements, we know how to execute and are committed to providing for Boone County Missouri Untrained Canine needs. We have successfully demonstrated this with the multiple state, county, and local law enforcement (LE) agencies, Department of Defense (DoD), and Department of Homeland Security (DHS).

Introduction to SCK

SCK is a highly qualified with over 21 years of combined corporate experience in the state, county, and local LE, DoD, and DHS. This, as depicted in Figure 1, provides the best value to Boone County providing you the client with a competitive cost, the agility of a small business, and proven stability of firms that maintain an international footprint.



Corporation	SBA Certs	Key Strengths
		<p>Shallow Creek Kennels, Inc. is a Woman Owned Small Business, with its headquarters located in Sharpsville, PA . We are qualified and have self-certified as a Small Business. Shallow Creek Kennels is SAM registered, properly licensed to conduct business in all states in which it operates, and holds the proper Alcohol, Tobacco, & Firearms (ATF) permits to store and utilized Class 1.1 High Explosives (HE).</p>

Figure 1: The balance of highly qualified small business offers the best value

Our team’s comprehensive capabilities span the entirety of the statement of work requirements

SCK understands that the Boone County mission is not a singular endeavor, and that the need and value of functional categories is critical for the delivery of exceptional trained canines to be executed expeditiously. SCK has an effective record of providing targeted, cost effective, mission-centric solutions Law Enforcement (LE), Department of Defense (DoD), and Homeland Security (DHS) clients. SCK has solidified numerous industry supportive relationships and partnered with

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Bid Submittal**RFP #: 01-06JAN20
January 6, 2020**

the most knowledgeable, agile industry small business partner to achieve a heightened value and responsive ability to meet the Boone County untrained canine requirements. Our confidence is derived from our strength as a market leader, demonstrated performance identified here and throughout our response, highly skilled workforce, financial strength, and commitment to quality.

Our solutions eliminate mission continuity risks for U.S. Capitol Police

SCK provides total continuity of operations, with qualified, cleared staff, available immediately upon award. We deliver the necessary skill sets at competitive prices which enable us to hire and retain high-performing personnel. Through our respective corporate benefits, training programs, and realistic pay structures, our history of employee retention exceeds 96% on all other related contracts.

We are the best choice

We are confident that no other organization provides for this extensive level of expertise, nor can they mitigate risks as well as SCK. Awarding this Contract to SCK provides the Boone County with a “**Best Value/Low Risk**” solution from a partnership of highly reliable, ethical, and mission proven defense industry performers. The features and benefits of SCK’s approach are summarized in Figure 2.

FEATURE	BENEFIT
Substantial employee base, with technically proficient surge teams to address Boone County untrained canine requirements	Surge ability; deep mission support knowledge with no need to “train-up” to community demands. A stable, responsive resource pool; excellent Project Managers (PM), capabilities in place, ready to lead.
Proven success providing continual improvement of operations during periods of heightened awareness	Application of best practices, knowledge transfer between Boone County Law Enforcement, maximizes the effectiveness of response.
High percentage of cleared staff with recent and extremely relevant expertise working in similar environments	Low risk transition of responsibilities; cleared and knowledgeable staff immediately upon award. Further reduces hiring or in-processing delays.

Figure 2: SCK provides the Best Value/Low Risk solution from a partnership of highly reliable, ethical, and mission proven defense industry performers

2. Introduction and General Information**2.1. Background Information**

SCK understands the Boone County is situated in Central Missouri and includes nine communities: six cities and three towns. The County has a population of approximately 175,000 and contains 685 square miles.

The Boone County Sheriff’s Department and Jail located at 2121 County Drive in Columbia, Missouri serves as the main headquarters for the department and includes an adult detention

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Bid Submittal**RFP #: 01-06JAN20
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facility that provides safe and secure incarceration of persons taken into custody by order of a qualified court or as otherwise allowed by law.

Shallow Creek Kennels has provided The Boone County Sheriff's Office law enforcement dogs and understand the County Sheriff's Department trains its law enforcement dogs in accordance with NAPWDA training standards.

3. Scope of Work**3.1. General Requirements**

Shallow Creek Kennels (SCK) will provide healthy and trainable law enforcement dogs upon request of the Boone County Sheriff's Office pursuant to requirements stated herein. In addition, all applicable local, state, and federal requirements that pertain to dog breeding and kennel operation shall be followed by the contractor for the duration of the contract.

SCK supports and offers a Co-operative Procurement, which It is highly preferred so other law enforcement entities can be allowed to piggy-back off the County's contract.

SCK understands and agrees that the County shall pick the law enforcement dog from SCK's pool of available law enforcement dogs at the time the County determines the need for a law enforcement dog. SCK will ensure the County that the law enforcement dogs available to the County for its choice shall meet criteria stated herein.

a. Dual Purpose Law Enforcement Dogs: SCK understands and agrees that the County shall require an untrained dual-purpose law enforcement service dog that shall be from one of the following breeds: German Shepherd, Dutch Shepherd, or Belgian Malinois, or a mix of these breeds.

b. Single Purpose Law Enforcement Dogs: SCK understands and agrees that the County shall require an untrained single-purpose law enforcement service dog that shall be the Labrador, German Shorthaired Pointer, or other suitable hunting breeds.

SCK understands the designation of dog breed available for the County's selection of a law enforcement dog shall comply with internationally recognized standards, and as applicable to the breed, shall descend from the European-bred canine blood line.

a. No rescue or animal shelter dogs shall be considered acceptable.

SCK understands male or female is acceptable to the County; if male, the testicles shall be descended or the retracted testicle has been removed.

SCK will only make available to the County dogs between 12-months and 36-months of age. SCK will only present dogs in good physical and dental health subject to the final decision of the County regarding the dog's health. SCK understands and agrees that the dog's health shall be subject to examination by the County's choice of veterinarian who will be examining the dog for

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non-dysplastic hips and elbows, etc. SCK understands and agrees that the decision of the County shall be final regarding the acceptability of any dog and the County will be responsible for the costs associated with the veterinarian's examination. SCK understands a dog found to have any objectional health/dental finding shall be subject to rejection by the County at its sole discretion.

3.1.1. Health

SCK will have Greenville Veterinary Clinic, LLC, perform a full physical of prospective canines prior to them being submitted for consignment to ensure they are medically sound and able to enter the procuring agencies training program and provide a minimum twelve-month duration written guarantee regarding the dog's general health.

SCK will incur all associated costs of medical examinations performed by a private veterinarian before consignment.

SCK will submit quality radiographs at pre-screening for a non-binding evaluation. These radiographs will have been taken with the canine identification (name, tattoo, /brand number, and/or microchip number), whelp date, and date of examination permanently flashed on the radiograph. These radiographs will have been taken within 60 days of the canine being presented for testing.

Individual consignment folders will be prepared for each canine. At a minimum these folders will consist of a current health certificate, current vaccinations records, radiographs that have been taken less than sixty days from the date of delivery, and if applicable; pedigrees, registration certificates, scorebooks, breed surveys and proof of lineage.

SCK understands a veterinarian officer will conduct an evaluation of the canine's gait. During this evaluation a determination as to whether there is/are abnormalities that could affect the canine's ability to perform normal duties. If there are any gait abnormalities the canine will be disqualified.

SCK uses a Frontline Flea and Tick preventative monthly to prevent any possible infestations. Our canines are groomed daily and bathed monthly or more often if necessary, to avoid them having matted or unthrifty coats. No canine will be presented for consignment if it displays signs of chronic dermatitis, allergies, infections, injuries, or external parasites.

SCK's veterinarian will conduct a complete physical prior to a canine being selected for Boone County. This physical will identify any possible heart or lung problems. At the time of this physical our veterinarian will conduct the heartworm serology test, which is the best test to determine if a dog is infected with heartworms. If a dog is infected it will not be presented for consignment.

All canines SCK present for consignment will be free of hip dysplasia, elbow dysplasia, fractures, ligament damage, and transitional vertebrae. We will test for these deformities by conducting digital radiographs within 60 days of the canine being presented for consignment.

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SCK understands defects in the nervous system (vision, hearing, sense of smell) will be disqualifying. Our veterinarian will conduct evaluate the canine's eye to determine if there are any deformities (cataracts, retinal degenerations, eyelid deformities, etc.), if these deformities are present, we will not select the canine for the County.

SCK's veterinarian performs the heartworm serology test on all canines procured by SCK. This test is the most reliable with reference to determining if a canine is infected with heartworms. After determining a heartworm infestation is not present all of our canines are place on a heartworm preventative (Interceptor).

SCK conducts routinely worms their canines with pyrantel pamoate for the control of roundworms and hookworms. A fecal sample will be provided for the veterinarian at the time of the canine's physical to confirm he/she is free of internal parasites. No canine with an internal parasite infection will be presented for consignment.

SCK controls external parasites through the use of Front Line, daily grooming and monthly (or as needed) bathing. We will not present a canine that has external parasites for consignment.

SCK uses the Vanguard Plus 5-way vaccine to protect our dogs against canine distemper, adenovirus cough, hepatitis, parainfluenza, parvovirus and two type of leptospirosis. This vaccine is administered once every 12 months and our canines also receive a rabies vaccination annually. Records of these vaccines are maintained in the canine's vaccination folder, which contains the canine's name and microchip number for identification. These records will be provided to the County evaluator testing the canine and at that time the procurement number can be added to the vaccination record to assist in speeding the process of a health certificate being created if the canine is found acceptable for odor imprinting.

3.1.2. Warranty/Guarantee

The purchasing party has ten (10) days to have the canine medically evaluated by a licensed veterinarian.

All dogs sold at SCKs have been examined by our Veterinarian prior to shipping and at SCKs and are found to be healthy and free of hip and elbow dysplasia. We guarantee the canine will be able to obtain an OFA normal hip and elbow rating at the time of purchase.

*** Normal as described by OFA in an Excellent, Good or Fair rating.**

If an OFA rating is desired, it is the buyer's responsibility to have an OFA quality x-ray taken, by a qualified Veterinarian and submitted to OFA for this rating.

If a **quality radiograph** taken by a qualified Veterinarian was submitted to OFA and the dog fails to obtain an OFA passing rating, SCK will replace the canine.

If the canine is found to have a genetic defect that precludes it from service work, SCK will replace the canine, per the guarantee.

Bid Submittal**RFP #: 01-06JAN20
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Any injury, illness or death, including but not limited to heat stroke, broken teeth or bones or adverse reactions to drugs, vaccines or anesthesia given by you or your Veterinarian during your time of ownership WILL NOT be covered in this contract and will **void the warranty**.

All canines come with a microchip that can be registered with any microchip provider in the United States. If you or your Veterinarian implants another microchip, the warranty will be void.

Any surgeries or procedures performed by a Veterinarian without notification to SCK in writing will void the warranty.

If the canine does not pass examination, SCK reserves the right to have the canine examined by an independent third-party licensed veterinarian. If the veterinarian determines injury as the cause, or the canine does pass on re-examination, this sale will stand.

SCK offers a twelve (12) month health guarantee on the canine. Health is defined into two categories skeletal and genetic.

- Skeletal: Hips, elbows, and spine.
- Genetic: Any genetic disease that precludes the canine from performing the tasks of a Police Service dog.

SCK also offers a six-month workability guarantee on Law Enforcement dogs. To clarify this, if the canine is found not to possess the drives or temperament for police service work, or if there is a problem that cannot be corrected by our staff, then the canine will be replaced.

This DOES NOT apply if the canine has been abused or neglected while under the care of your agency as determined by SCK. SCKs. reserves the right to have the canine evaluated by an independent canine trainer or licensed veterinarian to validate all claims.

If replacement becomes necessary for health or workability, Shallow Creek Kennels, Inc. has thirty (30) days to acquire a suitable canine for your needs. After thirty (30) days, if we are unable to locate a replacement, you may request a full refund of the original purchase price. **Any and all shipping is at buyers' expense.**

*** Guarantee is VOID if the Veterinarian examination is not completed within ten (10) days of purchase.**

SCK will provide a written statement on the County's invoice that the dog is a dual or single purpose trainable dog.

SCK will provide consultation and guidance to the County upon request throughout the contract at no additional cost and ensure updated contact information is provided to the County throughout the contract.

SCK understands the County will pick-up the dog at SCK's facility at the County's expense. SCK understands and agrees that the acceptance of the dog is subject to the County's assessment of the dog's temperament at the time County personnel assess the dog's temperament and suitability.

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a. SCK's facility has lodging for up to fifteen (15) individuals at a time. This lodging is available on a first come first served basis. However, with advanced coordination to evaluate law enforcement dogs the County's Trainers can have space reserved for the duration of their visit.

3.2. Other Contractual Requirements**3.2.1. Contract Terms and Conditions**

SCK understands it will not assign, transfer, convey, sublet, or otherwise dispose of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.2.2. Contract Period

SCK understands initial contract period shall run Date of Award through One Year. The contract shall have three (3), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.

3.2.3. Cancellation Agreement

The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.

3.2.4. Fiscal Non-Funding Clause

In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.

3.2.5. Estimated Usage

The contractor shall understand and agree that the estimates presented herein do not constitute a guarantee on the part of the County regarding any purchases under the contract.

3.2.6. Pricing

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Bid Submittal

**RFP #: 01-06JAN20
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The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response and Pricing Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

a. Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.

b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response Pages of the contract.

c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

4. Licenses/Certifications

4.1. Pennsylvania Canine Kennel License



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Bid Submittal**RFP #: 01-06JAN20
January 6, 2020****5. Vendors Response and Pricing Pages****5.1. Pricing**

The offeror shall provide a firm, fixed price for a dual-purpose and single-purpose law enforcement dog in the provided space below. The offeror shall provide pricing for the initial contract period (i.e., first 12-month contract period) and for each of three (3) renewal options, i.e., three (3) subsequent 12-month renewal options.

It is estimated on average that one-two dogs may be purchased per year.

Line Item	Description	Est. Qty	Total Firm, Fixed Unit Price Initial Contract Period	Total Firm Fixed Unit Price <u>FIRST</u> Renewal Contract Period	Total Firm Fixed Unit Price <u>SECOND</u> Renewal Contract Period	Total Firm Fixed Unit Price <u>THIRD</u> Renewal Contract Period
5.1.1	Dual Purpose Law Enforcement Dog , Male or Female, Dual-Purpose Only acceptable breeds: German Shepherd Dutch Shepherd Belgian Malinois, or a mix of these breeds - County will pick-up from kennel	1	<u>\$8,000</u> /EA	<u>\$8,400</u> /EA	<u>\$8,820</u> /EA	<u>\$9,261</u> /EA
5.1.2	Single Purpose Law Enforcement Dog Male or Female, Dual-Purpose Only acceptable breeds: Labrador, German Shorthaired Pointer, or other suitable hunting breeds - County will pick-up from kennel	1	<u>\$6,500</u> /EA	<u>\$6,825</u> /EA	<u>\$7,166</u> /EA	<u>\$7,525</u> /EA

Use of disclosure of data contained on this sheet is subject to the restrictions on the title page of this proposal.

5.2. Vendor's Experience and Reliability**5.2.1. Company History**

SCK is a highly qualified with over 21 years of combined corporate experience in the state, county, and local LE, DoD, and DHS.

Shallow Creek Kennels (SCK) currently has a staff of 10, which is comprised of technically proficient canine trainers and kennel support. Our team possesses the specific canine selection and training experience to perform all the functions, tasks, and requirements specified within the request for proposal (RFP).

Our team hits the ground running with immediate impact and contributions

SCK leadership all have extensive prior service with and knowledge of the requirements necessary to provide trained and untrained Canines and the logistics involved in delivering canines worldwide. We have experience supporting government, state and local law enforcement agency needs and the immediacy of corresponding requirements that demand fast, responsive, and appropriate solutions.

SCK provides a well-known commodity with a long record of superb, on-time, cost-effective performance and well-documented canine logistics processes. Grounded in excellent leadership, superior technical expertise, and a proven record of timely response to critical mission requirements, we know how to execute and are committed to providing for Boone County Missouri Untrained Canine needs. We have successfully demonstrated this with the multiple state, county, and local law enforcement (LE) agencies, Department of Defense (DoD), and Department of Homeland Security (DHS).

5.2.2. North American Police Work Dog Association (NAPWDA) Master Trainer

SCK's President and CEO (Mr. John Brannan) is a North American Police Work Dog Association (NAPWDA) Master Trainer.

5.2.3. Other Standards for Kennel

Shallow Creek Kennels, Inc. is a Woman Owned Small Business, with its headquarters located in Sharpsville, PA. We are qualified and have self-certified as a Small Business. Shallow Creek Kennels is SAM registered, properly licensed to conduct business in all states in which it operates, holds the proper Alcohol, Tobacco, & Firearms (ATF) permits to store and utilized Class 1.1 High Explosives (HE) and has been issued a DEA License for the storage and use of controlled substances used to train narcotic detection canines.

Bid Submittal**RFP #: 01-06JAN20****January 6, 2020****5.3. Shallow Creek Kennel's References****5.3.1. Boone County Sheriff's Office**

Business Name: Boone County Sheriff	Contact Person: Office Chris Smith
Business Address: 2121 Count Drive Columbia, MO 65202	Phone Number: 573-881-4046 csmith@boonecountymo.org
Project Name: Law Enforcement Dog Procurement	
Description of related services provided: Provided untrained dual and single purpose law enforcement dogs.	

5.3.2. Port Clinton Police Department

Business Name: Port Clinton Police Department	Contact Person: Chief Robert Hickman
Business Address: 1868 East Perry Street Port Clinton, OH 43452	Phone Number: 419-734-3121 dawgem@cros.net
Project Name: Canine Procurement	
Description of related services provided: Provided untrained dual and single purpose law enforcement dogs.	

Bid Submittal**RFP #: 01-06JAN20
January 6, 2020****5.3.3. New York Transit Police**

Business Name: New York Transit Police	Contact Person: Sgt Randy Brenner	
Business Address: New York, NY	Phone Number: 917-325-0202 randy.brenner@nypd.org	
Project Name: Canine Procurement		
Description of related services provided: Provided untrained dual and single purpose law enforcement dogs.		

5.3.4. Hillsborough County Sheriff's Department

Business Name: Hillsborough County	Contact Person: Jason Hay	
Business Address: Tampa, FL	Phone Number: 813-376-5681 jhay@hcsso.tampa.fl.us	
Project Name: Canine Procurement		
Description of related services provided: Provided untrained dual and single purpose law enforcement dogs.		

5.3.5. Colorado Springs Police Department

Business Name: Colorado Springs PD	Contact Person: Andy Genta	
Business Address: 705 S. Nevada Avenue Colorado Springs, CO 80903	Phone Number: gentaan@ci.colosprings.co.us 719-320-6428	
Project Name: Canine Procurement		
Description of related services provided: Provided untrained dual and single purpose law enforcement dogs.		

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Bid Submittal**RFP #: 01-06JAN20****January 6, 2020****5.4. Proposed Method of Performance and Contractor Support****5.4.1. Single Point of Contact**

The following individual will be the County's single point of contact. In the event this person changes SCK will notify the County immediately.

Name: Lisa Brannon
 Phone: 724-646-1895
 E-mail: Sckk9warden&pymtele.net
 Hours of Availability: Monday – Friday 8am – 5pm

5.4.2. Stock of Law Enforcement Dogs

SCK maintains an inventory of approximately 85 canines at all times. Over the past two (2) year the following types and averages of canines were on hand when clients evaluated canines.

Number of German Shepherd Dual Purpose Dogs: 30
 Number of Dutch Shepherd Dual Purpose Dogs: 4
 Number of Belgian Malinois Dual Purpose Dogs: 30
 Number of Labrador Single Purpose Dogs: 9
 Number of German Shorthaired Pointers Single Purpose Dogs: 9
 Number of Hunting Breeds Single Purpose Dogs: 0

5.4.3. Kennel Description

Location (City/State):	Sharpsville, PA
Size/Age/Condition of Kennel:	Shallow Creek's Kennel is comprised of 85 state of the art runs which all have an indoor/outdoor area with the indoor area being heated in the winter.
Trainer Accommodations on Site:	Shallow Creek has accommodations of fifteen (15) trainers.
Other:	N/A

**6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

(The offeror should complete and return with the proposal)

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

Robert L. Johnson, Director of Contracts

Name and Title of Authorized Representative

Robert L. Johnson

Signature

1/3/2020

Date

7. Certification Regarding Lobbying

(The offeror should complete and return with the proposal)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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



Robert L. Johnson

Vendor Signature

1/5/2020

Date

8. Work Authorization Certification

(The offeror should complete and return with the proposal – see instructions on previous page)

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Stafford)
State of VA)ss

My name is Robert Johnson, I am an authorized agent of Shallow Creek Kennels (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract must affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, must not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Robert Johnson 1/3/2020
Affiant Date

Robert Johnson
Printed Name

Subscribed and sworn to before me this 3rd day of January, 2020.

Jasmine Canton
Notary Public

JAZMINE CANTON
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES NOV. 30, 2023
COMMISSION # 7661828

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR LAW ENFORCEMENT DOG(S)

RFP # 01-06JAN20

Release Date: December 03, 2019

**Submittal Deadline:
January 06, 2020
not later than 2:00 P.M. CST**

**Boone County Purchasing
613 E. Ash Street
Columbia, Missouri 65201**

**Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

RFP #: 01-06JAN20 - LAW ENFORCEMENT DOG(S)

Sealed proposals will be accepted until **2:00 P.M. on Monday, January 06, 2020** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymmo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Insertion: Tuesday, December 03, 2019
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **Monday, January 06, 2020**, to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

1.2.1 The County will not accept any proposals received after 2:00 P.M.
Late proposal responses may be returned unopened if the vendor requests within ten (10) business days after RFP opening. All returns will be made at the vendor’s expense.

1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note “Response to Request for Proposal enclosed.” No fax or electronic transmitted proposals will be accepted.

1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.

1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on **Monday, January 06, 2020** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County’s proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department must not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***

1.7 Guideline for Written Questions: ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., December 30, 2019*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

1.8 RFP Addenda: In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **law enforcement dogs** as set forth herein. Breeds of dogs the County will accept are German Shepherd, Dutch Shepherd, Belgian Malinois, Labrador, Pointer, or other suitable hunting breeds.

2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Debarment
- 7) Certification Regarding Lobbying
- 8) Work Authorization Certification
- 9) "No Bid" Response Form
- 10) Boone County Standard Terms and Conditions

2.1.3 Purpose: The purpose of this Request for Proposal (RFP) is to obtain a contractor to provide **law enforcement dogs** for the Boone County Sheriff's Office.

2.2 Background Information:

2.2.1 Boone County is situated in Central Missouri and includes nine communities: six cities and three towns. The County has a population of approximately 175,000 and contains 685 square miles.

2.2.2 The Boone County Sheriff's Department and Jail located at 2121 County Drive in Columbia, Missouri serves as the main headquarters for the department and includes an adult detention facility that provides safe and secure incarceration of persons taken into custody by order of a qualified court or as otherwise allowed by law. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>.

2.2.3 The Boone County Sheriff's Office currently has law enforcement dogs obtained from Shallow Creek Kennels. The County Sheriff's Department trains its law enforcement dogs in accordance with NAPWDA training standards.



3. SCOPE OF WORK:

3.1 General Requirements:

- 3.1.1 The contractor shall provide healthy and trainable law enforcement dogs upon request of the Boone County Sheriff's Office pursuant to requirements stated herein. In addition, all applicable local, state, and federal requirements that pertain to dog breeding and kennel operation shall be followed by the contractor for the duration of the contract.
- 3.1.2 Co-operative Procurement: It is highly preferred that other law enforcement entities be allowed to piggy-back off the County's contract. If the contractor allows other Missouri law enforcement entities to use the contract, then those other Missouri law enforcement entities shall be able to purchase dogs under the same terms, requirements and pricing of the contract between the County and the contractor.
- 3.1.3 It is highly preferred that the contractor be a professional kennel that has a North American Police Work Dog Association (NAPWDA) Master Trainer on staff for the term of the contract.
- 3.1.4 Untrained, Dual and Single Purpose Law Enforcement Dogs: The contractor shall understand and agree that the County shall pick the law enforcement dog from the contractor's pool of available law enforcement dogs at the time the County determines the need for a law enforcement dog. The contractor shall ensure the County that the law enforcement dogs available to the County for its choice shall meet criteria stated herein.
- a. Dual Purpose Law Enforcement Dogs: The contractor shall understand and agree that the County shall require an untrained dual-purpose law enforcement service dog that shall be from one of the following breeds: German Shepherd, Dutch Shepherd, or Belgian Malinois, or a mix of these breeds.
 - b. Single Purpose Law Enforcement Dogs: The contractor shall understand and agree that the County shall require an untrained single-purpose law enforcement service dog that shall be the Labrador, German Shorthaired Pointer, or other suitable hunting breeds.
- 3.1.5 Breed: The designation of dog breed available for the County's selection of a law enforcement dog shall comply with internationally recognized standards, and as applicable to the breed, shall descend from the European-bred canine blood line.
- a. No rescue or animal shelter dogs shall be considered acceptable.
- 3.1.6 Gender: Male or female is acceptable to the County; if male, the testicles shall be descended or the retracted testicle has been removed.
- 3.1.7 Age: The dog shall be between 12-months and 36-months old.

- 3.1.8 Good Health: The dog shall be in good physical and dental health subject to the final decision of the County regarding the dog's health. The contractor shall understand and agree that the dog's health shall be subject to examination by the County's choice of veterinarian who will be examining the dog for non-dysplastic hips and elbows, etc. The contractor shall understand and agree that the decision of the County shall be final regarding the acceptability of any dog. The County will be responsible for the costs associated with the veterinarian's examination. A dog found to have any objectional health/dental finding shall be subject to rejection by the County at its sole discretion.
- 3.1.9 Guarantees: The contractor shall provide a full health examination of the dog at the time of purchase and provide a minimum twelve-month duration written guarantee regarding the dog's general health. The contractor shall in addition provide a minimum six-month written guarantee about the dog's trainability.
- 3.1.10 Certification: The contractor shall provide a written statement to the County that the dog is a dual-purpose trainable dog. The statement may be provided on the invoice.
- 3.1.11 Replacement of Dog: The contractor shall replace the dog due to the dog's chronic or pre-existing illness or disease as determined by the County's veterinarian, or additionally if the dog proves to be untrainable within six (6) months of purchase at no additional cost to the County. The contractor and the County shall reach mutual agreement about the terms of the physical return of the dog and receipt of a replacement dog.
- 3.1.12 On-Going Support: The contractor shall provide consultation and guidance to the County upon request throughout the contract at no additional cost. The contractor shall provide updated contact information throughout the contract.
- 3.1.13 Pick-Up at Contractor's Kennel: The County will pick-up the dog at the contractor's kennel at the County's expense. The contractor shall understand and agree that the acceptance of the dog is subject to the County's assessment of the dog's temperament at the time County personnel assess the dog's temperament and suitability.
- a. It is highly desirable and preferred that the contractor provide County trainer-lodging at its kennel for County personnel visiting the contractor's site.

3.2 Other Contractual Requirements:

- 3.2.1 **Contract Terms and Conditions**: The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 3.2.2 **Contract Period**: The initial contract period shall run **Date of Award through One Year**. The contract shall have three (3), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.

- 3.2.3 **Cancellation Agreement:** The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.
- 3.2.4 **Fiscal Non-Funding Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.2.5 **Estimated Usage:** The contractor shall understand and agree that the estimates presented herein do not constitute a guarantee on the part of the County regarding any purchases under the contract.
- 3.2.6 **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response and Pricing Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- a. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
 - b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response Pages of the contract.
 - c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies**. **The offeror should also include an electronic copy of the proposal on a removable storage drive.**

a. The offeror must submit the proposal to:

Boone County Purchasing Department
Attn: Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on Monday January 06, 2020**. Proposals will not be accepted after this date and time.

4.1.2. **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County govern.

4.2 ORGANIZATION OF PROPOSAL:

4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

- 4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

- 4.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.4 VALIDITY OF PROPOSAL RESPONSE:

- 4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

4.5 EVALUATION OF PROPOSALS

- 4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience, expertise and reliability, proposed methodology, and contractor support.
- 4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Page, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the vendor. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.
- 4.5.3 After an initial evaluation process, a question and answer interview may be conducted with the offeror, if deemed necessary by the County. In addition, the offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost must be at the offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.5.5 Evaluation of the Vendor's Experience, Expertise and Reliability: Experience, expertise, and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

- a. Name other businesses or preferably any government agencies/municipalities for which the vendor has provided dual-purpose law enforcement dogs (German Shepherd, Dutch Shepherd, Belgian Malinois) and single purpose law enforcement dogs (Labrador, German Shorthaired Pointer, or other hunting breeds) in the last three (3) years and provide a current contact name, email address and phone number for each account.
- b. The offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.5.6 Evaluation of the Vendor's Proposed Method of Performance and Sample Inspection: Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language

of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. At minimum, the offeror is strongly advised to complete the Vendor Response and Pricing Pages of this RFP. In addition, the offeror may address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.5.7 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. VENDOR RESPONSE AND PRICING PAGES

5.1 The offeror should submit three (3) complete copies of the offeror’s proposal response in a single-sealed envelope, clearly marked on the outside, left corner with the offeror’s company name and return address, the Request for Proposal number and the proposal opening due date and time. In addition, the offeror shall complete the following as indicated below and submit said completed form with each copy of the proposal response.

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror’s company in a contract with the County.)

Company Name: _____

Address: _____

City/State/Zip Code: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Contact Name and E-Mail Address to receive documents for electronic signature:

Check One: Corporation
Partnership – Name _____
Individual Proprietorship – Individual Name

Other – Specify

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County’s Terms and Conditions, FOB Destination Freight Prepaid and Allowed, *unless pricing has been specifically quoted for vehicle delivery and preparation below.*

Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

Type/Print Name: _____ Title: _____

Signature: _____ Today's Date: _____

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

5.2 Cooperative Procurement: It is highly preferred that the vendor allow for cooperative procurement, and allow other Missouri law enforcement entities to use the County's contract. The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

(Continued on next page)

5.3 PRICING:

The offeror shall provide a firm, fixed price for a dual-purpose and single-purpose law enforcement dog in the provided space below. The offeror shall provide pricing for the initial contract period (i.e., first 12-month contract period) and for each of three (3) renewal options, i.e., three (3) subsequent 12-month renewal options.

It is estimated on average that one-two dogs may be purchased per year.

Line Item	Description	Est. Qty	Total Firm, Fixed Unit Price Initial Contract Period	Total Firm, Fixed Unit Price <u>First</u> Renewal Contract Period	Total Firm, Fixed Unit Price <u>Second</u> Renewal Contract Period	Total Firm, Fixed Unit Price <u>Third</u> Renewal Contract Period
5.3.1	<p>Dual Purpose Law Enforcement Dog, Male or Female, Dual-Purpose</p> <p>Only acceptable breeds: German Shepherd, Dutch Shepherd, or Belgian Malinois, or a mix of these breeds</p> <p>- County will pick-up from kennel</p>	1	\$ _____ /EA	\$ _____ /EA	\$ _____ /EA	\$ _____ /EA
5.3.2	<p>Single Purpose Law Enforcement Dog, Male or Female, Single-Purpose</p> <p>Only acceptable breeds: Labrador, German Shorthaired Pointer, or other suitable hunting breeds</p> <p>- County will pick-up from kennel</p>	1	\$ _____ /EA	\$ _____ /EA	\$ _____ /EA	\$ _____ /EA

5.4 Vendor's Experience and Reliability:

5.4.1 Company History: The vendor should provide a brief company history in the available space addressing when the offeror's company/organization was formed/organized/founded and how long the company has been in the business of providing law enforcement dogs to public entities similar to the Boone County Sheriff's Office, or to other governmental or private entities:

5.4.2 North American Police Work Dog Association Master Trainer: The vendor should describe in the available space whether the offeror has a NAPWDA Master trainer on staff and any other affiliations the offeror may have with the NAPWDA:

5.4.3 Other Standards for Kennel: In the space provided, the offeror should provide other detail about other professional affiliations/associations/certifications to which the offeror subscribes and under which the offeror's kennel operates:

5.4.4 Vendor's References:

The offeror should provide reference contact information below regarding provision of law enforcement dogs similar to Boone County's requirements:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

5.5 Proposed Method of Performance and Contractor Support

5.5.1 Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding provision and support of law enforcement dog(s) purchased by the County:

Name: _____

Phone: _____

E-Mail: _____

Hours of Availability: _____

5.5.2 Stock of Law Enforcement Dogs:

a. The vendor should describe the following regarding its two-year average number of law enforcement dogs available for screening at the time of bid for the County's adoption/purchase:

- Number of German Shepherd Dual Purpose Dogs: _____
- Number of Dutch Shepherd Dual Purpose Dogs: _____
- Number of Belgian Malinois Dual Purpose Dogs: _____
- Number of Labrador Single Purpose Dogs: _____
- Number of German Shorthaired Pointers Single Purpose Dogs: _____
- Number of other hunting breeds (list breeds below)
Single Purpose Dogs: _____

b. **Other Breeds of Dogs Available:** In addition to the breeds named above, the offeror should describe in the available space the kinds of other breeds the offeror has available for single-purpose and dual-purpose dogs:

Dual Purpose Dog Breeds:

Single Purpose Dog Breeds:

5.5.3 **Kennel Description:** The vendor should describe in the available space where the offeror's kennel is located, its size, the age and condition of the facility, and whether or not there are trainer lodging accommodations for lodging on-site available.

Location (City/State):

Size/Age/Condition of Kennel:

Trainer Accommodations On-Site:

Other:

5.5.4 **Guarantees:**

A **twelve-month** minimum guarantee on the law enforcement **dog's health** is required, and a minimum **six-month** guarantee is required for the **dog's trainability**. The offeror should use the available space provided to describe the offeror's guarantees regarding each law enforcement dog's health and trainability. Include any other warranty terms, including a longer length of coverage if available from the offeror on the law enforcement dog:

(The offeror should complete and return with the proposal)

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

(The offeror should complete and return with the proposal)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Vendor Signature

Date

Liz Palazzolo
Senior Buyer



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<https://www.e-verify.gov/>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the vendor completed when enrolling. The link for that form is:

<https://www.e-verify.gov/employers>

If the vendor is an Individual/Proprietorship, then the vendor must return the attached *Certification of Individual Bidder*. On that form, the vendor may do **one of the three options** listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If the vendor chooses option number two, then the vendor will also need to complete and return the attached form *Affidavit*.

(The offeror should complete and return with the proposal only if applicable)

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Options

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (*copy attached – see following page*) which may allow for temporary 90-day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))
- see previous page -

State of Missouri)
)ss
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
(573) 886-4392 Fax: (573) 886-4390
E-Mail: lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID

If the vendor does not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail, e-mail or fax.

Bid: RFP #01-06JAN20 – LAW ENFORCEMENT DOG(S)

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

End of Document

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

February Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the

18th

day of

February

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the Omnia Partners/NJPA Cooperative Contract R142215 for Furniture with Related Accessories and Services with Bradford Systems by the Purchasing Department.

The terms of the cooperative contract are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 18th day of February 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Barry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M
Senior Buyer



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: February 4, 2020
RE: Cooperative Contract R142215 – Furniture with Related Accessories and Services (Omnia Partners/NJPA)

Purchasing requests permission to use contract R142215 for Furniture with Related Accessories and Services with Bradford Systems. The contract has been established as a cooperative contract through Omnia Partners/NJPA.

The contract period runs Date of Award through April 30, 2020.

This is a Countywide Term and Supply.

/lp

c: Contract File

**PURCHASE AGREEMENT FOR
Furniture with Related Accessories and Services (NJPA)**

THIS AGREEMENT dated the 18th day of February 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bradford Systems Corporation**, herein "Vendor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for **Furniture and Installation (Omnia Partners)** in compliance with all bid specifications and any addendums issued for Omnia Partners Contract Number **R142215**, including Bradford Systems Proposal CR200005, Project #33277 dated 1/17/20, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the original bid response may be permanently maintained in the County Purchasing Office and/or the Omnia Partners contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Omnia Partners Contract Number **R142215**, including Boone County's Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on the **Date of Award** (noted above) and **extend through April 30, 2020** subject to the provisions for termination specified below.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Trendway furniture with installation in accordance with the Trendway Discount Structure specified in the contract (see Attachment One).

4. **Delivery** - Contractor agrees to deliver items in two (2) to four (4) weeks after receipt of a purchase order. Inside delivery, including installation, is negotiated on a job-by-job basis because of the custom nature of the equipment. Freight costs for Missouri are included.

5. **Warranty** - Contractor agrees to provide a limited lifetime warranty on all products to the original purchaser (County) including a one-year warranty for labor.

6. **Billing and Payment** - All billing shall be invoiced to the County department that places the order and may only include the pricing consistent with contract **R142215**. No additional fees for delivery or extra services not included in **R142215** or taxes shall be included as additional charges in excess of the charges in contract **R142215**. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. **Prevailing Wage** - **ADD** the following language pertaining to Missouri Prevailing Wage as it may apply to the project:

Applicability of Prevailing Wage -

- a. If the quote received for this project for a "major repair" or "construction" of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply.
- b. If the quote received for the project for a "major repair" or "construction" of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.

- c. **Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a “major repair” or “construction” of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor shall be responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.

8. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect. This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.

9. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

BRADFORD SYSTEMS CORPORATION

DocuSigned by:
 By Dave Bradford
 97DAB988A415470...
 Title Principal

BOONE COUNTY, MISSOURI

By: Boone County Commission

DocuSigned by:
Daniel K. Atwill
 Presiding Commissioner
 BA4B934CED6E4EB...

APPROVED AS TO FORM:

DocuSigned by:
Charles J. Dohane
 County Auditor
 7B7705D9A0B6C...

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
 County Clerk
 7B02A06B76405...

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

County-Wide Term & Supply

DocuSigned by:
June E Pitchford by JF
 8C24BD84EE7A483...

2/7/2020

Signature

Date

Appropriation Account

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written

agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.**
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Attachment One - Contract R142215

Omnia Partners, Public Sector (formerly National IPA)

Furniture + Movable Walls - Contract #R142215

Tax ID: 38-1864337**Duns #:** 04-368-3515**Commodity Code:** 425-001-0099**NIGP Code:** 425**Delivery:** 45 days ARO**Prices are F.O.B. destination, freight pre-paid, in the contiguous United States:****Contract Manager:**

Patti Vander Hulst

pvanderhulst@trendway.com**Customer Service:** 800-893-8115**Omnia Partners, Public Sector Website:**[Trendway](#)**Download:** [Omnia Partners, Public Sector FAQ](#)**Download:** [Vendor Contract Signature Form](#)**Download:** [Credit Card Form](#)**Download:** [Trendway Omnia Partners, Public Sector Overview](#)

PRODUCT	VOLUME	DISCOUNT
Capture Systems; Choices Systems	\$1 - 250,000	66%
	\$250,001 - \$500,000	69%
	\$500,000 - 1,841,620	71%
Filing & Storage	\$1 - 250,000	66%
	\$250,001 - 500,000	67%
	\$500,000 - 1,841,620	69%
Trig Desking; Intrinsic Freestanding	\$1 - 250,000	62%
	\$250,001 - 500,000	64%
	\$500,000 - 1,841,620	66%
Tables	\$1 - 350,000	61%
	\$350,001 - 1,433,487	62%

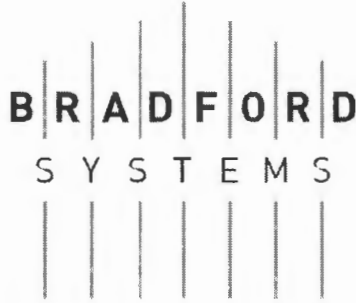
PRODUCT	VOLUME	DISCOUNT
Seating	\$1 - 350,000	61%
	\$350,001 - 1,433,487	62%
TrendWall, Volo and Clear Wall	\$1 - 7,500	54%
	\$7,501 - 15,000	56%
	\$15,001 - 25,000	59%
	\$25,001 - 50,000	62%
	\$50,001 - 100,000	65%
	\$100,001 - 1,667,779	68%

NOTE: Services Available All Products: Design Services - \$50.00 per Hour Installation Services - Not to Exceed \$100 per Hour Project Management - \$80.75 per Hour

CONTRACT	EFFECTIVE DATES	PRODUCTS	PRICE LIST
Omnia Partners, Public Sector	5/01/2015 - 4/30/2020	Choices® Capture® Pack™ Trig Desking® Intrinsic® Freestanding Seating Tables Demountable/Moveable Walls Volo® Movable Walls	February 2018

NOTE: Orders are to be made out directly to Trendway Corporation - listing the Dealer of Record and Omnia Partners, Public Sector Contract #R142215, or to servicing Dealer noting contract #R142215

NOTE: For further information, please contact the contract manager listed above.



Storage Proposal

Proposal #CR20005

Project #33277

Prepared for:
Dave Dunford

**Boone County
2145 East County Drive
Columbia, MO 65202**

Submitted by:
Curt Rogers
curt@bradfordsystems.com

Bradford Systems Corporation
1735 Larkin Williams Road
Fenton, MO 63026
[p] 636-343-2336
[c] 314-401-3345

1/17/20

www.**BRADFORDSYSTEMS**.com

This proposal is proprietary and is intended only for the confidential use of the designated recipient



Corporate

945 North Oaklawn Avenue
Elmhurst, IL 60126

630-350-3453 office
630-350-3454 facsimile
800-696-3453 toll-free

Central Illinois

125 Thunderbird Lane, Suite 107
East Peoria, Illinois 61611

309-698-0490 office
309-698-0491 facsimile

Indiana

6231 Coffman Road
Indianapolis, Indiana 46268

317-895-0670 office
317-895-0672 facsimile
800-862-5035 toll-free

Missouri-Southern Illinois

1735 Larkin Williams Road
Fenton, Missouri 63026

636-343-1515 office
636-343-3588 facsimile

<u>Item</u>	<u>Description</u>	<u>Investment</u>
-------------	--------------------	-------------------

A. A Trendway Furniture System per the attached drawings. \$6,155.90
 The following is the National IPA Contract BOM pricing details
(Boone County membership number 2567389):

Qty	Part Number	Part Description	List	Ext List
2	PDR	PENCIL DRAWER 16D, 21W, 2H	\$53.00	\$106.00
1	CLCK.101	CAPTURE LOCK CORE & KEYS, S101 KEY NUMBER	\$14.00	\$14.00
1	CLCK.102	CAPTURE LOCK CORE & KEYS, S102 KEY NUMBER	\$14.00	\$14.00
3	CLCK.103	CAPTURE LOCK CORE & KEYS, S103 KEY NUMBER	\$14.00	\$42.00
1	CLCK.104	CAPTURE LOCK CORE & KEYS, S104 KEY NUMBER	\$14.00	\$14.00
1	CLCK.105	CAPTURE LOCK CORE & KEYS, S105 KEY NUMBER	\$14.00	\$14.00
12	DWM48	DUAL WALL MOUNT, 48H	\$102.00	\$1224.00
1	ECWSL249042.C.GY	EXT CRN WORK SURF LH 24D X 90W X 42W	\$834.00	\$834.00
1	ECWSR244284.C.GY	EXT CRN WORK SURF RH 24D X 42W X 84W	\$812.00	\$812.00
3	PSLAT436	PACK LATERAL FILE W/TOP 4-HIGH, 36W	\$1657.00	\$4971.00
3	PSLAT45CW	PACK COUNTERBALANCE WEIGHT KIT, 4H & 5H	\$186.00	\$558.00
4	PSP6612	PACK WORKSURFACE SUPPORTING PEDESTAL, 6"/6"/12"	\$563.00	\$2252.00
1	RTWS2436.GY	WORK SURFACE, W/GROMMET 24D X 36W	\$260.00	\$260.00
2	RTWS2460.GY	WORK SURFACE, W/GROMMET 24D X 60W	\$377.00	\$754.00
1	RTWS2466.GY	WORK SURFACE, W/GROMMET 24D X 66W	\$405.00	\$405.00
1	SICCLEGS	C-LEG SHORT	\$452.00	\$452.00
2	SICCPOST	CORNER POST	\$350.00	\$700.00
4	SICSP	SUPPORT PLATE FLUSH, BLACK ONLY	\$50.00	\$200.00
3	WSSL	CHOICES WORKTOP SUPPORT LEFT	\$65.00	\$195.00
4	WSSR	CHOICES WORKTOP SUPPORT RIGHT	\$65.00	\$260.00
3	WSSRS	CHOICES WORKTOP SUPPORT, RIGHT HAND	\$92.00	\$276.00
			List	\$14,357.00
			66% Disc	\$9,475.62
			Net	\$4,881.38

Qty	Part Number	Part Description	List	Ext List
4	SRM014.7	SKETCH MESH MID-BACK, UPH SEAT, TASK, 4-WAY ADJ ARMS	\$817.00	\$3,268.00
			List	\$3,268.00
			61% Disc	\$1,993.48
			Net	\$1,274.52

B. Non-Union Installation \$1,150.00

Total Investment \$7,305.90



Contract Information

Contract Information:

Proposal based upon the
National IPA Contract
Contract #R142215
Contract Period 5/1/15 – 4/30/2019

Ordering Entry Procedures:

Bradford Systems Corporation
National IPA Contract #R142215
Attn: Curt Rogers
1735 Larkin Williams Road
Fenton, MO 63026

Finish Selections

Please select the following colors from the color chart provided by your Senior Project Manager. Please let your Senior Project Manager know if you would like to have a special color that is not on the color chart provided.

Laminate Color: _____

Paint Color: _____

Vinyl Color: _____

Trim Color: _____

Order Entry Procedures and Project Team Members

Please Submit Order to:

Bradford Systems Corporation
Attn: Curt Rogers
1735 Larkin Williams Road
Fenton, MO 63026
Federal Tax ID #36-2719574

Please Remit to:

Bradford Systems Corporation
Attn: Accts Payable
945 North Oaklawn Avenue
Elmhurst, IL 60126

Project Team Members:

Curt Rogers	Senior Project Director	[p] 636-343-2336	[c] 314-401-3345
Sandra Kaline	Project Support	[p] 636-343-2333	
Mike Bahr	Installation Manager	[p] 314-401-3671	



Terms and Conditions of Sale

General Conditions:

- **Taxes** – Above listed prices do not include taxes. The Purchaser must pay any applicable taxes. If tax is not to be included, please provide your current tax exempt form.
- **Payment Terms** – Unless otherwise stated, the Purchaser agrees to pay the net amount listed on the proposal 30 days from the date of the invoice. If paying by a Credit Card there will be an additional charge based upon the usage fee from the Credit Card Company.
- **Proposal Expiration Date** - Above listed prices are good for 60 days. After that time, a new proposal may be necessary.
- **Design Ownership** – All designs, drawings, specifications and samples regarding an order shall remain the property of the Bradford Systems Corporation and may not be used, reproduced or distributed, in whole or in part, without prior consent.
- **Returns** – No product shall be returned to the Bradford Systems Corporation without prior written specific return authorization.
- **Field Verification** – If the products listed on the proposal are designed from drawings without any field verification, the Purchaser is responsible for any costs incurred for product corrections and additional installation work due to incorrect dimensions.
- **Change Order** – The Purchaser may from time to time request changes in the order, including but not limited to changes in specifications, method of shipment, color, and point of delivery by written notification to Bradford Systems Corporation in the form of a change order notice or letter. Bradford Systems Corporation may, at its sole option, accept these changes and then determine whether an increase or decrease in cost or delivery/installation time will be made to the order. The Purchaser shall reserve the right to accept or decline such changes in price or delivery.
- **Cancellation** – In the event the Purchaser decides to cancel an order or undelivered portion of an order for reasons other than delinquency of shipment, the Purchaser agrees to abide by the product manufacturer's cancellation policy.
- **Insurance** – The proposal is based upon Bradford Systems Corporation's standard insurance coverage. A certificate of insurance is available upon request.
- **Permits** – Any licensing and permit fees are the responsibility of the Purchaser and are not included in our proposal.



Installation and Delivery:

- **Shipping** – Bradford Systems Corporation shall use its best effort to make shipments in the quantities and at the time specified in the order and by the carrier deemed best for the product ordered. Bradford Systems Corporation shall not be held liable for delays or defaults in shipments due to causes beyond our control.
- **Storage Space** – Provided the products do not arrive at the site earlier than the date requested, safe and adequate storage space will be provided at the installation site at the Purchaser's expense.
- **Damage** – After arrival at the site, any loss or damage by weather, other trades (i.e. painting, plastering, standing on product), fire or other elements, shall be the responsibility of the purchaser. The Purchaser agrees to hold Bradford Systems Corporation harmless from loss for such reasons.
- **Customer Receiving** – If the Purchaser decides to receive product for storage or for installation purposes, the Purchaser is responsible for checking and noting on the receipt any damage or possible damage to the product being unloaded. If this is not done, The Purchaser agrees to pay any additional replacement product cost if a freight claim cannot be awarded.
- **Delivery and Work Hours** – Unless otherwise stated, delivery and installation will be made during normal working hours Monday through Friday. The Purchaser agrees to pay additional labor costs resulting from overtime work.
- **Condition of Job Site** – It is the Purchaser's responsibility that the job site is clean, clear and free of debris prior to installation and that there is a clear pathway from the unloading point to the designated installation area. In the event installation personnel remove or assist in removing existing furniture or equipment at the job site, the purchaser agrees to pay Bradford Systems Corporation for this service, as separately invoiced. Upon completion of installation, Bradford Systems Corporation will remove boxes, trash and debris. The Purchaser will be responsible for dusting, vacuuming and all other normal cleaning.
- **Stairs** – Unless otherwise stated, the installation cost does not include carrying the product up or down stairs, renting equipment to move product to an upper or lower floor or the cost of an elevator operator.
- **Job Site Services** – The Purchaser agrees to provide electric current (if necessary an electrician) if above listed products require any power.
- **Installation Delays** – In the event that construction delays or other causes not within Bradford Systems Corporation's control force postponement of the installation as scheduled, the product will be considered accepted by the Purchaser for purposes of invoicing and payment. In such an event the Purchaser may reserve the right to withhold 10% of the invoice amount of such shipments against the completion of the contract. The Purchaser will pay all transfer and storage charges incurred.
- **Testing** – Any costs for safety training and testing are the responsibility of the Purchaser and are not included in our proposal.

Approved By: _____
Title: _____
Date: _____

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November 19, 2018

Mr. Matt Hinueber
Contracts Manager
Trendway Corporation
mhinueber@trendway.com
PO Box 9016, 13467 Quincy Street
Holland, MI 49422

Re: Renewal Award of Contract #R142215

Dear Mr. Hinueber:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 23, 2018, National IPA is pleased to announce that Trendway Corporation has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on December 10, 2014, and subsequent performance thereafter:

Contract

Furniture & Installation

The contract will expire on April 30, 2020, completing the fifth year of a five-year term contract. **If you have any questions or if your company is not in agreement, please contact your designated Contract Manager, Tomek Kruszec, at (615) 431-1861 or tomek.kruszec@nationalipa.com.**

The partnership between Trendway Corporation and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

Robert Zingelmann

0B1D33BB0130490...

Robert Zingelmann
Chief Financial Officer



February 27, 2015

Mr. Matt Hinueber
Contracts Manager
Trendway Corporation
PO Box 9016, 13467 Quincy Street
Holland, Michigan 49422

Re: Award of TCPN Contract # R142215

Dear Mr. Hinueber:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on February 24, 2015, The Cooperative Purchasing Network (TCPN) is pleased to announce that after approval of the exceptions as agreed upon in the terms and conditions, Trendway Corporation has been awarded an annual contract for the following, based on the sealed proposal (RFP# 14-22) submitted on December 10, 2014:

Commodity/Service

Contractor

Furniture & Installation

Trendway Corporation

The contract is effective May 1, 2015 and will expire on April 30, 2018. As indicated above, your TCPN Contract # is R142215. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/TCPN and Trendway Corporation.

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 feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Wickel", is written over a faint, larger version of the same signature.

Jason Wickel
President



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/TCPN when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Trendway Corporation (Vendor Name) hereby provides notice of the following update to

TCPN contract number: R142215 for Furniture & Installation on this date 04/11/17
Contract Title

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the TCPN Contracting Team to request a "Notice of Material Change to Vendor Contract" form.**

Authorized Distributors/Dealers
____ Addition
____ Deletion
____ Supporting Documentation

Price Update **REDACTED**
 Supporting Documentation

Products/Services
____ New Addition
____ Update Only
____ Supporting Documentation

Discontinued Products/Services
____ Supporting Documentation

States/Territories
____ Supporting Documentation

Other EDGAR Vendor Certification
____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary). Pricing Update and EDGAR Vendor Certification

Submitted By: Matt Hinueber
Title: Contracts Manager
Contact Number: 616-399-3900
Email Address: mhinueber@trendway.com

Approved by Email: Date 4/27/17
 Denied by Email: Date _____
Region 4 ESC: Robert Zingelmann
Christine Dorantes
TCPN: _____

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 REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES MSJ Initials of Authorized Representative of Vendor

(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 REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor 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 REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES MSJ Initials of Authorized Representative of Vendor

(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 REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES MSJ Initials of Authorized Representative of Vendor

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



MENU

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Trendway Corporation

Moveable Wall Systems, Furniture and Installation

Trendway®



Overview

Contract Documentation

Furniture and Installation Contract

Movable Wall Systems Contract

How to Order

Marketing Materials



Sustainability



Trendway Corporation Contract #R142215

Terms of this contract run through April 30, 2020

1. Contact a Trendway Authorized Dealer
2. Receive a Quote
3. Submit a PO
4. Review PO
5. Place Your Order

For pricing information click
[Pricing Information](#)

To find a sales representative click here
[Find A Rep](#)

Services available:
Design, Installation and Project Management
Hourly fees apply

Contact Information

Trendway
13467 Quincy Street



Holland, MI 49422

Trendway.com

Loren Schrotenboer, Contract Manager

Phone: 616-994-5350

Cell: 616-392-9721

Patti Vander Hulst

Administrator, Contracts

Phone: 616-994-5340

Fax: 616-399-0668

Customer Service 1-800-893-8115

<https://www.trendway.com/contact-us/>

SUPPLIER WEBSITE



Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.



I agree*

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MENU

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Trendway Corporation

Moveable Wall Systems, Furniture and Installation



- Overview
- Contract Documentation
 - Furniture and Installation Contract
 - Movable Wall Systems Contract
- How to Order
- Marketing Materials

Sustainability

Competitively solicited and publicly awarded by: Region 4 Education Service Center

Contract #142215

Award includes:

- Complete catalog offering (open plan offices, architectural products, waiting areas, seating, conference & training rooms, creative collaborative spaces, and private offices)
- Easy online ordering
- Value Adds include: on time or on Trendway and design services

Tiered Discount Schedule

Contact Information

Trendway
13467 Quincy Street
Holland, MI 49422
Trendway.com

Loren Schrottenboer, Contract Manager

Phone: 616-994-5350

Cell: 616-392-9721

Patti Vander Hulst
Administrator, Contracts

Phone: 616-994-5340

Fax: 616-399-0668

Customer Service 1-800-893-8115
<https://www.trendway.com/contact-us/>

SUPPLIER WEBSITE



Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name*	Last name*
Company name*	Agency Type *
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By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.



I agree*



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Tab 1

- Entire Vendor Contract and Signature Form
- General Terms and Conditions Acceptance Form (Appendix D)

APPENDIX A
VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between Trendway Corporation ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____
Furniture and Installation ("the products and services").*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 Purchasing procedure:

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract # R_____."
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 Customer Support: The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".

3.2. Compliance: Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3. Offeror's Promise: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. Offeror Contract Documents: Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2. Form of Contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

- 4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **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 simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **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:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or 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 and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 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 become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 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 vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

5.5 **Standard Cancellation:** Either party 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. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the

lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. 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 vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "Per TCPN Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

8.4 **Reporting:** The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:

- Vendor Name
- TCPN Contract Number
- Reporting Period/Year
- Entity Name
- Entity Address (Including Street, City, State & Zip)
- Entity Purchase Order Number (Individual Purchase Order Numbers)
- Purchase Order Date
- Gross Sale Amount
- Administrative Fee (Based on Gross Sale Amount)

Shipment to be 2-4 weeks after receipt of order.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 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 manufacture documentation, or a formal cost justification letter.
- Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.
- It is the awarded vendor'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 accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities 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 to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor'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 or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 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.

- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member 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.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- 13.5 **Marketing:** Awarded vendor 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 awarded vendor must have prior approval from Region 4 ESC.

- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are

exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 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 vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

[Remainder of Page Intentionally Left Blank-Signatures follow on Signature Form]

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Trendway Corporation

Address PO Box 9016, 13467 Quincy Street

City/State/Zip Holland, MI 49422

Telephone No. 616-399-3900

Fax No. 616-399-0668

Email address mhinueber@trendway.com

Printed name Matt Hinueber

Position with company Contracts, Manager

Authorized signature 

Accepted by The Cooperative Purchasing Network:

Term of contract May 1, 2015 to April 30, 2018

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


 Region 4 ESC Authorized Board Member

2-24-2015
Date

Rita Drabek
Print Name


 Region 4 ESC Authorized Board Member

2-24-2015
Date

Faye B. Bryant
Print Name

TCPN Contract Number R142215

Appendix D:
GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

- We take no exceptions/deviations to the general terms and conditions

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

- We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Article 7.1 Delivery

We will ship products 2-4 weeks after receipt of complete order.

Please reference response 11, Appendix F



Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below what date they would like to have their vendor orientation and who the participants will be. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the vendor orientation.

Vendor orientations for this RFP will be held between **March 9, 2015** and **April 23, 2015**.

If awarded, our company will plan to attend vendor orientation on We are flexible regarding dates for this orientation. We would be agreeable to what works best for TCPN,

Potential attendees will include: although later in April is preferable.

Tracy Reed, Marketing Director
Matt Hinueber, Contracts Manager
Kerri Lacher, Regional Sales Director

Signature: _____

Date: 12/3/14



Tab 2

- Questionnaire (Appendix E)

Appendix E: QUESTIONNAIRE

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

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. 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, do you plan to offer your program or partnership through through TCPN 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.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
 Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they 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: _____

- 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: SAM.gov (US Government)

- c. Disabled Veterans Business Enterprise (DVBE)**
 Respondent certifies that this firm is a DVBE Yes No

List certifying agency: _____

- d. Historically Underutilized Businesses (HUB)**
 Respondent certifies that this firm is a HUB Yes No

List certifying agency: _____

- e. Historically Underutilized Business Zone Enterprise (HUBZone)**
 Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: _____

- f. Other**
 Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: Veteran Owned SAM.gov (US Government)

4. Residency

Responding Company's principal place of business is in the city of Holland State of MI.

5. **Felony Conviction Notice**

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. **Processing Information**

Company contact for:

Contract Management

Contact Person: Matt Hinueber
 Title: Contract Manager
 Company: Trendway Corporation
 Address: PO Box 9016
 City: Holland State: MI Zip: 49422
 Phone: 616-994-5418 Fax: 616-399-0668
 Email: mhinueber@trendway.com

Billing & Reporting/Accounts Payable

Contact Person: Patti VanderHulst
 Title: Contract Admin
 Company: Trendway Corporation
 Address: PO Box 9016
 City: Holland State: MI Zip: 49422
 Phone: 616-994-5340 Fax: 616-399-0668
 Email: pvanderhulst@trendway.com

Marketing

Contact Person: Tracy Reed
 Title: Director Marketing
 Company: Trendway Corporation
 Address: PO Box 9016
 City: Holland State: MI Zip: 49422
 Phone: 616-610-7036 Fax: 616-399-0668
 Email: treed@trendway.com

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- Manufacturer direct Certified education/government reseller
- Authorized distributor Manufacturer marketing through reseller
- Value-added reseller Other _____

8. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. Yes No
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? Yes No

9. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Please see attached Trendway State contract pages			
Trendway has confidentiality agreements with our clients. Information regarding discounts and sales volume is confidential.			

[Remainder of Page Intentionally Left Blank]

Diversity – Appendix E

Trendway Corporation prides itself on our goal of increasing our diversity programs, both from an employment standard and in our dealings with our external partners.

Attached is our company's Equal Opportunity statement, along with our Covenants of Behavior. Our EEO policy is our guide to diversity, and the Covenants of Behavior are part of the way we live our policy. As you can see, the Covenants of Behavior set a series of goals we operate under which foster of sense of inclusion for all the employees of Trendway, regardless of diverse backgrounds.

Most of our dealers nationwide are small businesses enterprises and 20-25% are classified as WBE, MBE, VOSB, SDVOSB or HubZone.

Trendway has a procurement policy to seek out diverse suppliers as part of our overall vendor base. It's our goal in Corporate Purchasing to increase our supplier diversity base and we meet with prospective vendors every day.

Currently, 20% of our overall expenditures annually for supplies and services are through a diverse supplier base, primarily SBE or MBE. It's part of our corporate goal to increase this percent annually.

Trendway Covenants of Behavior

We mutually commit to treating each other in a *Respectful, Responsive* and *Reliable* manner.

- 1 Display social courtesy
- 2 Respect confidentiality
- 3 Respect
- 4 Display commitment (responsiveness, timely communication)
- 5 Trust
- 6 Commit to timely, direct and positive conflict resolution
- 7 Display a positive attitude
- 8 Be truthful
- 9 Be open to listening (seek to understand)
- 10 Support each other
- 11 Follow through on plan and commitment
- 12 Communicate effectively and quickly to appropriate people
- 13 Admit when you are wrong
- 14 Accept and support decisions
- 15 Provide others the opportunity to weigh in on decisions that impact them
(Trust and transparency of actions)
- 16 No blame, focus forward
- 17 Treat all employees equally, respect and appreciate differences.
- 18 Create a challenging environment
- 19 Be congruent
- 20 HAVE FUN!

Trendway Supplier Code of Conduct

Trendway Corporation is committed to operating its business in a socially, legally, and environmentally responsible manner. To support this commitment, Trendway has developed a list of requirements for its supply base. In order to do business with Trendway, suppliers are expected to, at a minimum, meet the requirements of this Supplier Code of Conduct.

Laws and Regulations

Suppliers must comply with all applicable laws and regulations of the countries in which they operate.

Labor Practices

Suppliers shall provide their workers a safe working environment. This includes, but is not limited to:

Child Labor - suppliers shall comply with local minimum age laws.

Harassment - workers shall not be subject to harassment, intimidation, or forced labor.

Minimum wage - suppliers shall comply with local minimum wage and overtime laws.

Safety - suppliers shall provide a working environment that meets, at a minimum, local health and safety regulations.

Discrimination - supplier shall not discriminate on the basis of gender, race, sex, religion, age or any other basis prohibited by local law.

Ethical Practices

Suppliers are expected to operate its business to the highest standards of ethical behavior. Bribery, extortion, kickbacks, and other forms of unfair trade practices will not be tolerated.

Environmental Practices

Suppliers shall comply with all applicable environmental laws and regulations. Suppliers are expected to continually evaluate their process and minimize their environmental impact where prudent.

Customs Compliance

Suppliers shall comply with all applicable U.S. Custom regulations. Trendway is a Customs-Trade Partnership Against Terrorism (C-TPAT) certified importer and requires that all applicable C-TPAT regulations be followed on international shipments where Trendway is the importer of record.

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

- [Entity Overview](#)
- [Entity Record](#)
- [Core Data](#)
- [Assertions](#)
- [Reps & Certs](#)
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- [Reports](#)
- [Service Contract Report](#)
- [BioPreferred Report](#)
- [Exclusions](#)
- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Trendway Corporation 13467 Quincy St
 DUNS: 043683515 CAGE Code: 69600 Holland, MI, 49424-9460 ,
 Status: Active UNITED STATES

Expiration Date: 10/29/2015
 Purpose of Registration: All Awards

Entity Record

Entity Record

Please see below for the entire Entity Registration record. If you would like have a copy of this list please use the **Print** button.

[PRINT](#)

Current Record

DUNS Number: 043683515
 D&B Legal Business Name: Trendway Corporation
 Doing Business As: (none)

Core Data

[\[Expand All\]](#) | [\[Collapse All\]](#)

Business & TIN Information:

Business Information:

Business Start Date: 05/01/1968
 Fiscal Year End Close Date: 12/31
 Company Division Name:
 Company Division Number:
 Corporate URL: http://www.trendway.com
 Congressional District: 02
 Registration Date: 11/14/2001
 Activation Date: 10/29/2014
 Expiration Date: 10/29/2015
 Renewal Date: 10/29/2014

Physical Address:

Address Line: 13467 Quincy St
 City: Holland
 State/Province: MI
 Country: UNITED STATES
 ZIP/Postal Code: 49424 - 9460

Mailing Address:

Address Line 1: 13467 QUINCY STREET
 Address Line 2: PO BOX 9016
 City: HOLLAND
 State/Province: MI
 Country: UNITED STATES
 ZIP/Postal Code: 49422 - 9016

CAGE/NCAGE Code

CAGE: 69600

General Information

Country of Incorporation: UNITED STATES
 State of Incorporation: MI

Business Types

For more information on an entity's socio-economic status please see SBA's Dynamic Small Business Search.

Entity Structure

Corporate Entity (Not Tax Exempt)

Profit Structure

For Profit Organization

Business Types

Veteran Owned Business

Entity Type

Business or Organization

Purpose of Registration

All Awards

Organization Factors

Manufacturer of Goods

Financial Information

Do you accept credit cards as a method of payment? Yes

Account Details:
 CAGE Code: 69600

Electronic Funds Transfer:

Automated Clearing House (ACH):

Executive Compensation Questions

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to Proceedings questions in accordance with FAR 52.209-7 or FAR 52.209-8. This information is not displayed in SAM. It is sent to FAPIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Information Opt-Out

I authorize my entity's information to be displayed in SAM's Public Search: Yes

Assertions [\[Expand All\]](#) | [\[Collapse All\]](#)

Goods & Services:

NAICS Codes Selected:

Primary	NAICS Code	Description
Yes	238390	OTHER BUILDING FINISHING CONTRACTORS
	337214	OFFICE FURNITURE (EXCEPT WOODY) MANUFACTURING
	337215	SHOWCASE, PARTITION, SHELVING, AND LOCKER MANUFACTURING
	423210	FURNITURE MERCHANT WHOLESALERS
	541410	INTERIOR DESIGN SERVICES

PSC Codes Selected:

PSC Code	Description
7110	OFFICE FURNITURE

Size Metrics

World Wide:

Location (Optional):

EDI Information

Do you wish to enter EDI Information for your non-government entity? -

Disaster Response Information

Do you wish to be included in the Disaster Response Registry? No

Does your company require bonding to bid on Contracts?

Geographic Area Served:

Representations and Certifications

[\[Expand All\]](#) | [\[Collapse All\]](#)

Representations and Certifications:

I have read each of the FAR and DFARS provisions presented below. By submitting this certification I, Matthew Hinueber, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to penalties if I misrepresent Trendway Corporation in any of the below representations or certifications to the Government.

READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for you to read; they do not require completion of any data. Please note that when certifying at the bottom of the page, you are also certifying that you have read each one of these provisions.

[FAR 52.203-11](#): Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

[FAR 52.222-38](#): Compliance with Veterans Employment Reporting Requirements

[FAR 52.223-1](#): Biobased Product Certification

[FAR 52.225-20](#): Prohibition on Conducting Restricted Business Operations in Sudan-Certification

[FAR 52.225-25](#): Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

[FAR 52.227-6](#): Royalty Information (Alternate I)

[FAR 52.209-2](#): Prohibition on Contracting with Inverted Domestic Corporations-Representation

[DFARS 252.209-7001](#): Disclosure of Ownership or Control by the Government of a Terrorist Country

[DFARS 252.209-7003](#): Reserve Officer Training Corps and Military Recruiting on Campus-Representation.

[DFARS 252.225-7003](#): Report of Intended Performance Outside the United States and Canada-Submission with Offer

[DFARS 252.225-7031](#): Secondary Arab Boycott of Israel

[DFARS 252.225-7032](#): Authorization to Perform

[DFARS 252.229-7012](#): Tax Exemptions (Italy)-Representation.

[DFARS 252.229-7013](#): Tax Exemptions (Spain)-Representation.

[DFARS 252.239-7011](#): Special Construction and Equipment Charges

[DFARS 252.247-7023](#): Transportation of Supplies by Sea (Alternate I, II)

The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.

[FAR 52.203-2](#): Certificate of Independent Price Determination.

[FAR 52.204-3](#): Taxpayer Identification

[FAR 52.204-5](#): Women-Owned Business (Other Than Small Business)

[FAR 52.209-5](#): Certification Regarding Responsibility Matters

FAR 52.212-3. Offeror Representations and Certifications -Commercial Items (Alternate I & II)

The NAICS for which you are identified as small are shown in the table below; and serves to complete the representation in 52.212-3(c)(1).

You are certifying to all of the NAICS in the table so please review it in its entirety. These Y/N answers are located in the "Small Business?" column where a "Y" indicates "Small" and "N" indicates "Other than Small". This status is derived from the SBA's size standards.

The NAICS shown are those you have entered. You may click the "View More" button to see your entity's size status for any existing NAICS.

Offeror Representations and Certifications -Commercial Items (MAY 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

- (a) Definitions. As used in this provision: "Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible for the WOSB Program. "Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

- "Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7674. "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically- (i) To restrict the free flow of unbiased information in Iran; or (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service - disabled veteran - owned small business concern"-

- (1) Means a small business concern- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran owned small business concern" means a small business concern- "Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101 (2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

• (b)

- (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.
- (2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

- [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
238390	OTHER BUILDING FINISHING CONTRACTORS		\$15,000,000.00	N
337214	OFFICE FURNITURE (EXCEPT WOOD) MANUFACTURING		500	Y
337215	SHOWCASE, PARTITION, SHELVING, AND LOCKER MANUFACTURING		500	Y
423210	FURNITURE MERCHANT WHOLESALERS		500	Y
541410	INTERIOR DESIGN SERVICES		\$7,500,000.00	N

[VIEW MORE](#)

- (1) The offeror represents as part of its offer that it is not a small business concern.
- (2) ~~Veteran-owned small business concern. The offeror represents as part of its offer that it is not a veteran-owned small business concern.~~
- (3)* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5)* Women-owned small business concern. The offeror represents that it is not a women-owned small business concern.
**Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by Trendway Corporation in their SAM registration.*
- (6)** Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that:
 - (i) It is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: .] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (7)** Economically disadvantaged women-owned small business (EDWOSB) concern . [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that:
 - (i) It is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7) (i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.
- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.
- (9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (10)
 - (i) General. The offeror represents that either:
 - (A) is is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
 - (B) It has has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
 - (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c) (10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]
- (11) HUBZone small business concern. The offeror represents, as part of its offer, that:
 - (i) It is is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and
 - (ii) It is is not, a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246-
 - (1) Previous contracts and compliance. The offeror represents that-
 - (i) It has has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It has has not, filed all required compliance reports.
 - (2) Affirmative Action Compliance. The offeror represents that-
 - (i) It has developed and has on file, It has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
 - (ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no 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 on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American -Supplies, is included in this solicitation.)
 - (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as

domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

- (2) Foreign End Products:

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g)

- (1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American- Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American- Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." Other Foreign End Products:

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American- Free Trade Agreements-Israeli Trade Act": Canadian End Products:

- (3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

- (4) Buy American-Free Trade Agreements- Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements- Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

- (5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.
Other End Products:

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless

the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals:
 - (1) Are, Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
 - (2) Have, Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
 - (3) Are, Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
 - (4) Have, Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (i) Taxes are considered delinquent if both of the following criteria apply:
 - (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (ii) Examples:
 - (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.
 - (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the tax payer has exercised all judicial appeal rights.
 - (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U. S. C 362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).] (1) Listed end products.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo

Listed End Products	Listed Country of Origin
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) Place of Manufacture (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

FSC Code	In/Outside US

- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
 - (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does, does not certify that ...
 - (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
 - (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
 - (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
 - (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does, does not certify that ...
 - (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

- (ii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies _____
 - (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
 - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)
 - (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
 - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
 - (3) Taxpayer Identification Number (TIN).
 - TIN on file.
 - TIN has been applied for.
 - TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
 - Offeror is an agency or instrumentality of a foreign government; ,
 - Offeror is an agency or instrumentality of the Federal Government.
 - (4) Type of organization.
 - Sole Proprietorship;
 - Partnership or Limited Liability Partnership;
 - Corporate Entity, Not Tax Exempt;
 - Corporate Entity, Tax Exempt;
 - Government entity (Federal, State, or local);
 - Foreign Government;
 - International organization per 26 CFR 1.6049-4;
 - Other
- (5) Common parent.
 - Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- (m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
- (n) Prohibition on Contracting with Inverted Domestic Corporations.
 - (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).
 - (2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
 - (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

- (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (a)(3) of this provision, by submission of its offer, the offeror
 - (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
 - (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
 - (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdrn.pdf>).
- (3) The representation and certification requirements of paragraph (a)(2) of this provision do not apply if-
 - (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
 - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

Alternate I (May 2014)

As prescribed in 12.301(b)(2), add the following paragraph (c) (12) to the basic provision: (12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c) (10) of this provision.)

The offeror shall check the category in which its ownership falls:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

Alternate II (Jan 2012)

As prescribed in 12.301(b)(2), add the following paragraph (c) (10)(iii) to the basic provision: (iii) Address. The offeror represents that its address

is is not, in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification.

The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation.

"Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

FAR 52.214-14: Place of Performance-Sealed Bidding

FAR 52.215-5: Place of Performance

FAR 52.219-1: Small Business Program Representations (Alternate I)

The NAICS for which you are identified as small are shown in the table below; and serves to complete the representation in 52.219-1(b)(2).

You are certifying to all of the NAICS in the table so please review it in its entirety. These Y/N answers are located in the "Small Business?" column where a "Y" indicates "Small" and "N" indicates "Other than Small". This status is derived from the SBA's size standards.

The NAICS shown are those you have entered. You may click the "View More" button to see your entity's size status for any existing NAICS.

[FAR 52.219-2: Equal Low Bids](#)

[FAR 52.219-22: Small Disadvantaged Business Status \(Alternate I\)](#)

The NAICS for which you are identified as small are shown in the table below; and serves to complete the representation in 52.212-3(c)(1).
You are certifying to all of the NAICS in the table so please review it in its entirety. These Y/N answers are located in the "Small Business?" column where a "Y" indicates "Small" and "N" indicates "Other than Small". This status is derived from the SBA's size standards.
The NAICS shown are those you have entered. You may click the "View More" button to see your entity's size status for any existing NAICS.

[FAR 52.222-18: Certification Regarding Knowledge of Child Labor for Listed End Products](#)

[FAR 52.222-22: Previous Contracts and Compliance Reports](#)

[FAR 52.222-25: Affirmative Action Compliance](#)

[FAR 52.222-48: Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification](#)

[FAR 52.222-52: Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-- Certification](#)

[FAR 52.223-4: Recovered Material Certification](#)

[FAR 52.223-9: Estimate of Percentage of Recovered Material Content for EPA-Designated Items \(Alternate I\)](#)

[FAR 52.225-2: Buy American Certificate](#)

[FAR 52.225-4: Buy American--Free Trade Agreements-Israeli Trade Act Certificate](#)

[FAR 52.225-6: Trade Agreements Certificate](#)

[FAR 52.226-2: Historically Black College or University and Minority Institution Representation](#)

[FAR 52.227-15: Representation of Limited Rights Data and Restricted Computer Software](#)

[DFARS 252.709-7002: Disclosure of Ownership or Control by a Foreign Government](#)

[DFARS 252.716-7008: Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government- Representation.](#)

[DFARS 252.725-7000: Buy American--Balance of Payments Program Certificate.](#)

[DFARS 252.725-7020: Trade Agreements Certificate.](#)

[DFARS 252.725-7022: Trade Agreements Certificate - Inclusion of Iraqi End Products.](#)

[DFARS 252.725-7035: Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate \(Alternate I, II, III, IV & V\)](#)

[DFARS 252.747-7022: Representation of Extent of Transportation by Sea](#)

Point of Contact

[\[Expand All\]](#) | [\[Collapse All\]](#)

Mandatory Point of Contact:

Accounts Receivable POC

Electronic Business POC

Title:

First Name:	Keely
Middle Name:	J
Last Name:	Boeve
US Phone:	(616)399-3900
Extension:	5844
NON US Phone:	
Notes:	
Address Line 1:	13467 QUINCY STREET
City:	HOLLAND
State/Province:	MI
Country:	UNITED STATES
ZIP/Postal Code:	49424

Government Business POC	
Title:	
First Name:	Keeley
Middle Name:	J
Last Name:	Boeve
US Phone:	(616)399-3900
Extension:	5844
NON US Phone:	
Notes:	
Address Line 1:	13467 QUINCY ST.
City:	HOLLAND
State/Province:	MI
Country:	UNITED STATES
ZIP/Postal Code:	49422 - 9016

Optional Point of Contact:

Past Performance POC	
Title:	
First Name:	Keeley
Middle Name:	
Last Name:	Boeve
US Phone:	(616)399-3900
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	13467 QUINCY ST.
City:	HOLLAND
State/Province:	MI
Country:	UNITED STATES
ZIP/Postal Code:	49422 - 9016

Past Performance Alternate POC	
Title:	
First Name:	Keeley
Middle Name:	
Last Name:	Boeve
US Phone:	(616)399-3900
Extension:	5844
NON US Phone:	
Notes:	
Address Line 1:	13467 QUINCY ST.
City:	HOLLAND
State/Province:	MI
Country:	UNITED STATES
ZIP/Postal Code:	49422 - 9016

Electronic Business Alternate POC	
Title:	
First Name:	Vieng
Middle Name:	
Last Name:	Phommachanh
US Phone:	(616)399-3900
Extension:	5122
NON US Phone:	
Notes:	
Address Line 1:	13467 QUINCY STREET
City:	HOLLAND
State/Province:	MI
Country:	UNITED STATES
ZIP/Postal Code:	49424

Government Business Alternate POC	
Title:	
First Name:	Patti
Middle Name:	
Last Name:	VanderHulst
US Phone:	(616)399-3900
Extension:	5801
NON US Phone:	
Notes:	
Address Line 1:	13467 QUINCY ST.
City:	HOLLAND
State/Province:	MI
Country:	UNITED STATES
ZIP/Postal Code:	49422 - 9016

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Trendway State Contracts

CONTRACT	Price book Dates	PRODUCTS
COMMONWEALTH OF PENNSYLVANIA 4400009499 Thru 4/30/2015	October 2013	All
COSTARS (PENNSYLVANIA) COSTARS-C035-019 01/14/2015 Installation extra and negotiated per order by dealer.	October 2013	Systems, Contrada Intrinsic
	October 2013	Seating-Tables
	October 2013	Trendwall
Howard County/Baltimore Metro 2008-01 thru 12/31/2014	October 2013	All Products Install Extra
MHEC (Massachusetts Higher Education) MC07-C-7 Thru May 31, 2015	October 2013	Choices, Contrada, Pack Seating, Tables Intrinsic Trendwall

Trendway State Contracts

CONTRACT	Price book Dates	PRODUCTS
Miami Dade County 1072-1/16-1 thru 02/28/17	October 2013	Choices, Contrada, Pack Seating, Tables Intrinsic, Trig Architectural Products Less is More Install Systems, Freestanding, etc Install Architectural Products
STATE OF ALABAMA 4012055 Thru 11/30/2015	October 2013	All products

Trendway State Contracts

CONTRACT	Price book Dates	PRODUCTS
STATE OF CALIFORNIA CMAS 4-12-71-0084B Thru January 31, 2019	October 2013	Choices, Contrada, Choices Freestanding
		Pack
		Intrinsic Freestanding
		Demountable Walls Trendwall & Trendwall Clear
		Raised Flooring
		Tables (Choices & Intrinsic)
		Seating
		Less is More
	July 2013	Feek

Trendway State Contracts

CONTRACT	Price book Dates	PRODUCTS
STATE OF CONNECTICUT	July 2011	Choices, Tables, Laterals,
05PSX0366		Storage
Thru 03/31/2016		
Systems		
		PREVAILING WAGE DISC
07PSX0275DM	July 2011	Seating
thru 6/30/15		Filing
Casgoods		Tables
		PREVAILING WAGE DISC
07PSX0350	July 2011	Trendwall
thru 2/28/13		
Trendwall		

Trendway State Contracts

CONTRACT	Price book Dates	PRODUCTS
STATE OF FLORIDA 425-001-12-1 Thru March 1, 2016	October 2013	Choices, Contrada, Choices Freestanding
		Pack
		Intrinsic Freestanding
		Demountable Walls Trendwall & Trendwall Clear
		Tables (Choices & Intrinsic)
		Seating
	July 2013	Feek
		Less is More
STATE OF GEORGIA SWC-60748 Thru January 31, 2015	October 2008 + 3.35%	All products Systems, Freestanding, Tables Seating, Contrada Intrinsic Trendwall

Trendway State Contracts

CONTRACT	Price book Dates	PRODUCTS
STATE OF MISSISSIPPI 5-420-21423-14 Thru 6/30/15	October 2013	Seating Tables Choices Freestanding Intrinsic Trig Pack
STATE OF NEW JERSEY Furniture: Office, Lounge & Systems A81642 Thru 07/31/17	January 2014 - GSA Price Lists	Choices, Contrada, Pack
	January 2014 - GSA Price Lists	Intrinsic. Trig
	January 2014 - GSA Price Lists	Trendwall & Clear (no Raised Floor)
	January 2014 - GSA Price Lists	Seating, Tables
	July 2013	Feek

Trendway State Contracts

CONTRACT	Price book Dates	PRODUCTS
STATE OF NEW YORK PC66327 Thru 12/01/2018	July 2011	Choices, Contrada, Choices Freestanding
		Pack
		Intrinsic & Trig Freestanding
		Demountable Walls Trendwall
		TrendWall Clear
		Raised Flooring
		Tables (Choices & Intrinsic)
		Seating
		Cal133 Flammability Compliance

Trendway State Contracts

CONTRACT	Price book Dates	PRODUCTS
STATE OF OHIO 800371 Thru 9/30/18	October 2013	Systems, Contrada, Freestanding
		Express - Choices , Contrada, Pack
		Intrinsic Freestanding & Trig
		Express - Intrinsic/Trig
		Tables & Seating
		Pack
		Trendwall & Clear
	July 2013	Feek
	October 2013	Systems, Freestanding
STATE OF OHIO/IUC Inter-University Council		Trig
UN05-018		
Thru 06/30/2015		
		Seating/Tables

Trendway State Contracts

CONTRACT	Price book Dates	PRODUCTS
STATE OF S. CAROLINA 4400007112 thru December 2017	October 2013	Systems, Freestading, Pack Trig, Intrinsic, Trendwall
		Seating, Tables
STATE OF SOUTH DAKOTA 15866 Through 04-30-2015	October 2013	Choices/Seating
		Trendwall

Trendway State Contracts

CONTRACT	Price book Dates	PRODUCTS
TXMAS CONTRACT (STATE OF TEXAS) 3-7110440 Thru 10/6/2018	October 2013	Choices, Contrada, Choices Freestanding
		Pack
		Intrinsic Freestanding
		Demountable Walls Trendwall & Trendwall Clear
		Raised Flooring
		Tables (Choices & Intrinsic)
		Seating
		Less is More
	July 2013	Feek

Trendway State Contracts

CONTRACT	Price book Dates	PRODUCTS
UNIVERSITY OF KENTUCKY UK-1072-110 Thru 04/19/15	October 2013	All Except Twall
UNIVERSITY OF WISCONSIN 13-5968 - Demountable Wall March 15, 2013 - March 14, 2016	October 2012	Trendwall



Tab 3

- Company Profile (Appendix F, excluding
References section)

Appendix F: COMPANY PROFILE

Please provide the following:

1. Company's official registered name.

Trendway Corporation

2. Brief history of your company, including the year it was established.

Trendway was established in 1968 as a privately held company producing floor to ceiling partitions. In 1973, the Heeringa family purchased the firm and expanded the product offering to include a full line of quality office furnishings. Trendway was able to continually grow by offering the fastest delivery times in the industry while providing our customers with an unprecedented level of service. We serve a full range of customers from the smallest, startup companies to Fortune 500 organizations. Trendway is a valued supplier to the Federal Government as well as numerous State and local government entities. In 2006, Don Heeringa, our Chairman and owner, offered 25% of the ownership of the company to the employees of Trendway through an ESOP program. We are a Small, Veteran owned business employing 300 people in our Holland, Michigan location and at various showroom/sales offices across North America as defined in questions 6 and 7 below.

3. Company's Dun & Bradstreet (D&B) number.

04-368-3515

4. Corporate office location.

Our headquarters and manufacturing location is 13467 Quincy Street, Ottawa County, Holland, Michigan 49424. Our phone is 616-399-3900.

5. List the total number of sales persons employed distribution center by your organization within the United States, broken down by market.

We employ 4 Regional Sales Directors in key cities in the United States. Reporting to the Regional Sales Directors are District Sales Managers responsible for sales and service to all customers within their geographic area. We have attached our "Sales Leadership Roster" listing all the sales (and support personnel) in North America. The breakdown is as follows:

Northeast: 13
Mid Atlantic 4
Central 8
Southeast 10
West 12

Additionally, we have a nationwide staff of trained and experienced interior designers who bring the necessary skill set to an agency's project to turn basic furniture requirements into an attractive, ergonomically correct layout within a customer's budget.

To ensure a satisfactory installation, we also have a dedicated team of field technicians at our headquarters to assist our dealers (and customers) in project managing and installing Trendway product. These technicians have over 60 years of combined experience in working with our dealers and products to produce an installation that is correct and timely. They are typically used on larger, more complex events, but are available for a nominal charge for most project sizes to be sure of an exception installation.

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Please see question 5

7. Provide the number of furniture dealers that your organization works with, broken down by State. If you are a retail based company, please provide your retail store locations, broken down by State.

We have dealers in all states in the country to serve our customers. Please see the attached dealer listing. Our country wide coverage allows us to serve customers in complete, timely and professionally manner.

8. Describe how your organization will ensure agencies receive the Region 4 ESC contract pricing through your dealer network, or via retail stores.

TCPN agencies will receive the contract pricing directly from Trendway. We envision this contract being held directly with TPCN with our dealers acting as the front line sales and service organization to TPCN agencies. Contractual information (pricing, terms, etc.) is maintained at Trendway, which is available to our dealer through our internal web site, www.trenddealer.com and through e-mail "blasts" to our dealers as well as general information exchange with our sales force.

9. Detail any rebates, custom lists, or other incentive offers, that will be extended through the contract.

Trendway offers what we believe is unique to this industry with our "On Time or On Trendway" promise. Simply, any part of a customer order not shipping on its scheduled date is free. We don't know of any other manufacturer who has enough confidence in its ability to perform who can offer such a guarantee.

10. Describe how your company proposes to distribute the furniture, and related products, nationwide.

Even though the resulting contract will be between Trendway and TPCN, the actual sales, serviced and distribution will be the function of our sales force and authorized dealers. As noted in question 7 above, we have dealers in virtually all areas of the country to promote the contract and service any agency need. The dealers, although independent businesses, are under the direct supervision of our Regional and District sales managers and will abide by the terms of both our dealer agreement and the specific TPCN contractual terms.

11. State your standard delivery time (in days) and any available options that an agency might have for expediting delivery.

Our standard lead time is 2-4 weeks for most products. Specials typically run 6 weeks. We do offer an Express program which is made up of our most popular products and finishes which ships 72 hours after order receipt. Many in stock, off the shelf orders ship in 24 hours after order placement.

12. Please detail any restocking fees and the procedures required for returning products.

Please see the attached return and restocking policy. We will comply with TPCN's request to cap the restock fee at 10%.

13. State the process for returning damaged goods.

Please see question 12

14. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- a. Sales
- b. Sales Support
- c. Marketing
- d. Financial Reporting
- e. Executive Support

Sales and Sales Support will be handled by Matt Hinueber. Marketing will be managed by Tracy Reed, Financial Reporting by Patti VanderHuslt, and Executive Support by Mark Kinsler. All these individuals are Trendway employees located at our corporate location.

Contact info:

Matt Hinueber, Contracts, mhinueber@trendway.com

Tracy Reed, Director of Marketing, treed@trendway.com

Patti VanderHulst, Contracts, pvanderhulst@trendway.com

Mark Kinsler, Chief Operating Officer, mkinsler@trendway.com

All can be reached at 616-399-3900.

15. Define your standard terms of payment.

Our standard payment terms are net 30 days from invoice

16. Who is your competition in the marketplace?

Our competition in the marketplace is Steelcase, Herman Miller, Haworth, and Knoll. There are numerous other vendors, but we consider these our primary competitors.

17. Overall annual sales for last three (3) years; 2011, 2012, 2013.

Overall sales: 2011: \$58M
2012: \$61M
2013: \$65M

18. Overall public sector sales, excluding Federal Government, for last three (3) years; 2011, 2012, 2013.

Overall Public Sector Sales: 2011: \$42M
2012: \$50M
2013: \$55M

19. What is your strategy to increase market share?

In 2013/2014, we introduced three new products which will increase our market share. Capture, our frame and tile system, is a unique, easy to assemble product incorporating state of the art manufacturing processes and allows a myriad of design options. Feek is a foam coated line of occasional furniture unique to the furniture industry and has been extremely well received by both customers and industry trade groups. Volo is our newly introduced floor to ceiling demountable partition product which takes Trendway to a whole new level in terms of wall product in terms of appearance and features.

These products are described in detail in our binder presentation. We've already seen an increase in our sales over the last six months as these products have gained acceptance in the marketplace. We expect significant growth here as these products gain even more popularity in the marketplace.

20. What differentiates your company from competitors?

While product is an important part of any furniture procurement, Trendway has always prided itself on our delivery and service. Customers have told us that furniture is typically a small part of their overall interiors budget, but tends to take up a disproportional amount of time and attention. Not so with Trendway. When you place an order with us, you can be assured it will be taken care of. In fact, several customers have told us we are their "peace of mind" vendor. In an industry which has been dominated by several large companies, we have managed to grow steadily every year by offering a service program larger companies don't always provide. We have always considered ourselves the "right size" company; big enough to manage large complex projects, which we do on a routine basis, but small enough to provide a level of care and attention not generally found in the larger manufactures.

21. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

Please see attached Brochure labeled Customized Website

22. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

Our Customer Service group operates from 7:30 am to 6:00 pm EST Monday-Friday from our corporate location in Holland, MI. One of the things Trendway is most proud of in our Customer Service group is a simple directive: "answer the phone, answer the question". Too many Customer Service groups operate through a menu of automated, impersonal options; voice mail, e-mails, etc. It's our mission for a customer to talk live to a representative every time.

We employ a team concept here. Even though we may assign overall responsibility for an account to a one team member, all members of the department are versed in the specifics of an agreement/contract and can answer inquires and provide service to anybody who may call. This way, we assure coverage is complete and timely. There's no delay in speaking with "your representative". Everybody in the department is capable of providing service to a TCPN agency.

23. Describe your company's ongoing quality control processes to ensure qualified in-house personnel, installers, and subcontractors.

In addition to compliance to ISO 9001 to ensure quality products are manufactured, we ensure all in-house field technicians, installers and dealers/installation subcontractors are fully trained in Trendway products and procedures. We routinely hold in house seminars for all employees on a variety of topics, but devote special time to "field facing" members of the Trendway team. Part of what makes Trendway who we are is our commitment to our employees, and by extension, our customers. We feel that the level of training given our employees translates into a positive experience for our users. We've been told numerous times by customers they've never worked with a better group of people at all levels.

24. Describe and provide and product or service warranties offered by your organization.

Please see our enclosed warranty statement. It's a limited lifetime warranty and is comparable or better than most in the industry. Trendway stands behind its products.

25. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

We have no current or past litigation, bankruptcy or reorganization.

Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

We will create a written document outlining all of the steps noted below:

First 30 days:

- Co-branded press release
- Promotion of the award via LinkedIn and Facebook .
- Eblast to all of our field and dealers across the USA announcing the award
- Full coverage of the award in our Monthly Dealer News (eNewsletter) that goes to all of our field sales leaders and dealers. We will cover this topic every other month to ensure our dealer readers are aware of this.
- Coverage in the Monthly Sales Call for each sales region
- As appropriate, include this in any of our national advertising
- Coverage on our Intranet (Trenddealer) with a link to the TCPN and Region 4 ESC website
- Dedicated TCPN and Region 4 ESC website that includes
 - TCPN and Region 4 ESC Logo
 - Link to TCPN and Region 4 ESC website
 - Summary of the contract and services offered
 - Due diligence documents including: copy of solicitation, copy of contract and any amendments, marketing materials

Within the first 45 Days:

- Trendway will hold an online webinar training sessions for all dealers outlining the program, how to use it, the benefits, etc.
- Create and promote a Marketing Tool that can be accessed by all field sales members and dealers that promotes the program and our products to targeted entities.

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Trendway will ensure all sales leaders are aware of the program, the processes, and the tools to promote the program through thorough communications. Our field sales leaders will each be provided with the program's details and be expected to follow up with those parties who are participating with the TCPN. Our sales teams

will ensure the targeted entities understand the value and advantages of a pre-negotiated price for our high quality products and services. They will use the marketing tools we create such as fliers, eblasts, etc. to reach out to the organizations and offer assistance.

19. Explain how your company plans to market this agreement to existing government customers.

All details and marketing tools for the program will be shared with our Trendway sales leaders that currently focus on Government customers. They will train their teams and their dealer teams on the program, creating a selling plan for each region. By leveraging the marketing tools we create (e.g. eblasts, fliers, website, etc.) they will effectively share and communicate the superior value Trendway can offer via the TCPN contract.

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

- General eblast to our sales force announcing the contract and associated terms.
- Publication in our monthly dealer and internal newspaper.
- Regional sales meetings are held quarterly. TCPN will be a featured topic.
- Specific sales goals for TCPN will part of each Region's objectives.
- Develop a dedicated web address for TCPN as part of our public and internal web sites.
- Train Customer Service on the contract specifics
- Set up accounting program to capture TCPN purchases for purposes of accurate reporting of sales and remittance of administrative fee.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreements.

- We will develop a shareable power point presentation for field sales use outlining the contract specifics, including pricing, terms and a list of eligible entities.
- We will host a webinar for our field sales personnel reinforcing the points outlined in the power point.
- Many of the same things we plan on doing for general implementation of the contract as outlined above will be applicable to the sales force as well.

22. Provide a list of industry trade shows/conferences your company annually attends.

- Trendway participates every year during the annual NeoCon Chicago show in June. However, our showroom is not inside the Mart. Our showroom is next door to the Mart at 325 N. Wells Street.
- We regularly attend NeoCon East in Baltimore each fall.

23. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Trendway logos can be downloaded at: www.trendway.com/logos in a variety of formats. Trendway gives TCPN and Region 4 ESC permission to use our logo for marketing and promotional purposes.

24. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ 2 Million in year one

\$ 3 Million in year two

\$ 5 Million in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

We have several cooperative purchasing programs in place.

Massachusetts Higher Education Consortium has been a customer for several years and purchases on a routine basis. They are headquartered in Amherst, MA and the contact is Judy Thornton at: Judy Thornton vendor1@mhec.net. We have had experience in the past with Healthcare GPO's, namely Premier, one of the largest. We were a Premier contracted supplier for several years and enjoyed success under that contract.

25. Describe the capacity of your company to report monthly sales through this agreement.

Reporting sales through this contract is not an issue for us. We routinely report sales to a wide range of contracted customers, including GSA. Our reporting can be tailored in a variety of forms; some customers supply us a template to use, others don't have a prescribed method, other than the report must be timely and per contractual terms. Our system here does an excellent job of capturing the customer sales so that accurate reports and administrative fees can be paid. As a matter of fact, we were recently complemented by our GSA contracting office that the reports we supply were exemplary. We would provide the same level of quality reporting/payment to TCPN.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

We can tailor reports as needed. It would have to be determined by each agency what specifically would be required. We have provided custom reports for customers in the past and are capable of doing so for TCPN.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Suggestions to make this contract cost effective (for both parties) and easy to manage:

- Utilize the Trendway Design team when applicable. Our designers know the best uses of products, how they function and ways to maximize space at the lowest cost.
- Order on-line. Trendway's dealers have the capability to utilize our on-line order entry system. It's quick, timely and accurate.
- Utilize the dedicated TCPN web site which will be available shortly after award. This is a good vehicle to check pricing, terms, review catalogs, etc. Administrative errors on both sides will be reduced by "up front" work.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

Please see attached Environmental Initiatives

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please see attached SAM.gov certification

Design Studio Support >

Trendway does not simply sell products, we collaborate with customers to develop practical, effective solutions. Our Design Support Service is provided by a team of interior designers located throughout North America. The Design Studio supports Trendway Representatives and Dealers/Designers. This service is available to Trendway Dealers as a supplement to their in-house design capabilities and is also available to Architecture and Design firms developing Trendway furniture specifications, preliminary budgets, and conceptual floor plans.



DESIGN SUPPORT SERVICES ARE AVAILABLE FOR:

- **Comprehensive Design Projects**

Trendway can provide full design support services for full-scale design projects when Trendway has been identified as a viable solution for the project.

- **Typical(s)**

Workstation typical(s) can be produced as a preliminary stage for space-planning and budgeting purposes.

- **Drawing/Specification Review**

The Design Studio can review plans and/or specifications for proper product application and technical specification of electrical, connectors, etc.

- **Web-enabled Orders**

We are able to establish a proprietary website for point-and-click order placement of your custom standards programs.

- **General Assistance**

We can provide space planning, plan view, 3D and specification support.

Our Promise >

Trendway is committed to — and known for — exceptional on time shipment performance. We are so confident in our ability to ship on time that we extend a reassuring promise: On Time or On Trendway. Yes, on time, or it's on us...free!



It works this way. When we receive your order, we do our homework. We make sure the materials and production capacity for your order are available and reserved, to ensure that we have your order ready to ship on the day promised.

When you ask for a ship date, we will acknowledge on that date – or as close to that date as possible. When you request a delivery date, we plan our schedule to meet that date.

Dealers can watch Trenddealer and when they see “Shipped”, you'll know the truck is loaded and ready to go.

If any part of your order is not ready to ship on the day promised we will tell you – and that part of your order will be free!

One more thing – you're not likely to get any free furniture. We ship on time. We're really good at keeping promises!

The following guidelines apply:

- Trendway agrees to reimburse the end-user for any part of an order not ready for shipment on the originally acknowledged scheduled ship date (Form 6506).
- Reimbursement is limited to the end-user purchase price of Trendway product.
- Payment will be made upon receipt of the original end-user invoice.
- All decisions regarding reimbursement shall be at the sole discretion of Trendway and shall be final and binding on the end-user.
- New products are exempt from the program for a minimum 6-month introductory period, including Feek® North America and Volo™ Movable Walls.
- Trendway shall have no obligation to reimburse the end-user if the reason for its failure to perform is beyond its reasonable control, including an event or force of nature.
- Trendway reserves the right to modify this offer at any time without notice.
- Order acknowledgement date moves-ups are exempt from On Time or On Trendway.

Please note:

We commit to being ready to ship your products as promised. However, we want to provide you the best delivery service possible. We may hold your order briefly to combine it with other orders on the planned delivery route. We know that a full truckload shipment offers a much more reliable method of shipment when compared to LTL (less than truckload), with less variable travel and delivery time, and less shipping damage. It also reduces fuel consumption and better conserves natural resources.

Trendway. >

18. Damaged Materials

Trendway Corporation is not responsible for shipped products when the common carrier is in receipt of the material. Trendway expects all customers to thoroughly inspect orders on receipt regardless of point of delivery. Clear receipt should not be given on the material until it has been checked for damage in transit. All claims for noted damaged material must be made by the customer to Trendway Customer Care. Concealed damage or damage not noted at time of delivery shall be made by the customer to the common carrier within 15 days after receipt. Trendway assumes no liability for such damage.

19. Shortage on Order

Shortage on ordered products must be reported to Trendway Corporation within five (5) days of product delivery and must be noted on bill of lading at time of delivery.

20. Product Usage and Compliance

Buyer assumes full responsibility for the application of Trendway's product to Buyer's use, and compliance with Trendway installation and maintenance instructions and reasonable load restrictions. Compliance to local code restrictions regarding fire, electrical, and building codes are the responsibility of the customer or his authorized agent.

21. Post-Delivery Assistance

Installation and servicing of Trendway products are normally handled directly by Trendway-authorized dealers. When this is not possible, assistance is available by calling Trendway's Customer Care Department, Holland, Michigan.

22. Returned Goods

As a basic policy, Trendway does not accept returned material, because most items are manufactured per order and are not in stock at the factory. If material is authorized for return because of Trendway error, shipment may be made freight collect. Any other goods for which Trendway does authorize a return will be sent prepaid and a restocking charge of 35% will apply. **To receive authorization to return goods, please contact Trendway's Customer Care Department.**

All Returned Materials Authorizations expire thirty (30) days from date of issue. Any product returned after 30 days will be refused and returned to sender collect.

Electrical components, nonstandard items, Express products, and fabric-covered goods may not be returned. Replacement products will be billed to you with credit being issued upon return of the product in good condition. All goods returned must be in the original Trendway packing cartons. Goods will

be inspected for damage upon return. No credit will be issued for goods which are damaged. **As a general statement of policy, return authorization will not be issued for items unless they are Trendway stock items.**

23. Key-Alike Option

The key-alike option is available on all orders. To order key-alike items within a workstation, follow these steps:

- Fill out a key-alike form and submit it with your purchase order. If key-alike orders are placed with your PO or within 30 days of receipt of your order, they will be sent at no charge.
- After 30 days of your PO regardless of your installation date, the cost of key-alike requests will be \$3.00 net per core and key, if the quantity exceeds 10.

Note: Credit will not be issued for return of unused cores and key's.

Key-Alike forms are available on www.trenddealer.com or through Trendway Customer Care.

24. Special Marking or Tagging

Special tagging is available on all orders free of charge. Trendway suggests this option to simplify the staging and installation of product. **Tag designations must be specified at the time an order is placed.**

25. Trendway Field Technical and Installation Support:

On-site field measurement and installation support is available as a service. The fees are listed below:

Field Measurement Assistance: 1 Day on-Site, \$1,800.00

Field Installation Assistance: 3 Days on-site, \$3,000.00

These fees are based on a minimum 14 business days advanced notification and booking. Service requests booked less than 14 business days in advance may be subject to additional fees due to added travel cost. For more information or to place a request, contact Trendway Customer Care at 1-616-399-3900.

Find the most current terms and conditions on www.Trenddealer.com, in the Price List section.

Trendway agrees to TCPS's restocking of 10%

Choices
PanelsChoices
ElectricalChoices
ComponentsChoices
DeskingChoices
TablesChoices
Filing & StorageTerms, Policies
& Index

Project Team – Appendix F

Trendway has assembled a cross functional team at our Headquarters location to manage this contract. The initial contact with a TCPN agency will be by our dealer network and Trendway sales force, but the support to make this agreement work will be provided by our team here in Holland, MI.

Contracts/Financial Reporting/Sales Support: Matt Hinueber and Patti VanderHulst

Matt will be responsible for the overall management and implementation of the contract, functioning as the prime focal point for the sales and dealer network. He also will be the main contact for any TCPN agency.

Patti will be responsible for sales reports, payment of the administrative fee and any other administrative details which occur in the course of this agreement. She also will function as a contact point for any outside inquiry from our sales force or TCPN customers.

Matt and Patti have had many years' experience in Sales and Contract Support.

Marketing: Tracy Reed

Tracy will be responsible for the overall marketing of this contract both to our sales and dealer network and TCPN users. The functions described in Appendix F will be managed by our Marketing Team, with cross functional support from other groups at Trendway as needed. Our Marketing efforts over the past several years have been greatly improved as Trendway has improved our brand and name recognition which have led to a significant increase in exposure for us. We believe our skills in marketing this contract to TCPN members will be one of the keys in making this contract work.

Executive Support: Mark Kinsler

Mark is our Chief Operating Officer having joined Trendway after a long tenure at Herman Miller. He brings a fresh sense of perspective to Trendway in terms of sales and marketing and has vast experience with all classes of customers, including Government and large multi-state purchasing organizations.

The additional project teams are the 300 people of Trendway. As a small, entrepreneurial- spirited company, we all are part of a project. It's what made us who we are and will continue to drive our growth.

Matthew J. Hinueber

2654 Lee Street
Wyoming, MI 49519
616-534-5867

Employment History

Trendway Corporation, Holland, Michigan 1997-Present

Sales Support Manager

- Responsible for supporting all sales activity within the corporation.
- Managed the commercial and government pricing practices to achieve maximum sales growth and maintain corporate profit standards.
- Negotiated, executed and implemented all National and Regional Accounts.
- Prepared all major bid proposals, including development of strategy, dealer involvement and sales interface.
- Responsible for all State contract activity, including developing new accounts and increasing sales to existing State customers.
- Responsible for all administrative activities relating to company computer operating system to insure accurate entry of orders and compliance to Government standards.
- Function as secondary contact and negotiation consultant to management for Federal Government activities to insure contract compliance and seek additional means within that sector to increase revenues by use of alternative methods of procurement.
- Responsible for all incoming lead activity within the company as well as developing lead generation through "cold" calling via various means, including phone, e-mail and target marketing mailing.

Herman Miller, Inc., Zeeland, MI. 1992-1997

Government Contracts Manager

- Responsible for all Federal Government contract activities within Herman Miller, the leading supplier to the government.
- Negotiated, executed and implemented all Federal government contracts, including numerous GSA multiple award schedules, major federal proposals and other opportunities within the Federal government program.

-Responsible for dealer coordination relative to government contracts to insure appropriate gross margins, contract compliance and project management activities.

-Guided the corporation through an 18 month procurement leading to the single largest award in company history of \$125MM from the Social Security Administration.

-Responsible for all contract compliance, including internal processes and adherence to applicable Federal procurement laws.

American Seating Company, Grand Rapids, MI. 1982-1992

Sales Support Manager

-Responsible for supporting all field sales activities within the company, including pricing strategy, proposal generation and dealer support activities.

-Managed the Federal Government Sales program and was responsible for negotiation and implementation of all Federal contract duties, including compliance, proposal development and dealer activities.

National Account Administration

-Responsible for the implementation and administration of all National Sales Agreement within the company, including proposal generation, pricing decisions and contract compliance.

Customer Service Manager

-Managed the daily activities of a 25 person Customer Service Department

-Responsible for the successful outcome of customer orders through order entry to post installation issues.

Customer Service Representative

-Functioned as front line customer service representative within geographic area within United States.

-Performed typical customer service duties; processing orders, dispute resolution, expediting special requests, information specialist, etc.

Education: BS Western Illinois University

Patti J. Vander Hulst
14810 Anchor Court
Holland, MI 49424

Work Experience:

Trendway Corporation – 1985 to Present

Contract Specialist:

- Manage Dealer and Rep contracts
- Administer State Contracts, report sales, file for contract renewals, etc.
- GSA Contract sales reporting and internal contract compliance audits
- Manage GSA Teaming projects
- Administer Spiff program

Customer Service Rep:

- Answer calls from Dealers, Customers and Reps
- Assist with order processing, change requests, and specials requests

Credit Specialist:

- Establishing and monitoring dealer credit lines
- Providing credit references as requested
- Collecting on past due invoices
- Process customer payments

Accounts Receivable Clerk:

- Acknowledging Customer orders
- Invoice Customer orders
- Process credit memos
- Account reconciliation

Education:

Calvin College – 1976-1980 Bachelor of Arts Degree

Other Interests:

- Traveling
- Bicycling
- Crafts
- Volunteering

Tracy Reed

14276 Virginia Lane Grand Haven, MI 49417

P: 616.935.9770

E: mireeds@charter.net

Linkedin: <http://tinyurl.com/tracyreed>

Creative, Disciplined Leader with Sales, Marketing, and Product Management Experience in Agency, Dealership, and Corporate Settings.

Strategic Branding - Marketing Communications - Direct Sales - Product Line Management - Product Development - Global Product Launches - Online Retail - Marketing Programs - Promotions - Advertising - National Showrooms - Web - Tradeshows and Events - Lead Generation - Fulfillment - Training - PR

Specialties: Team Building, Critical Thinking, Strategic Planning, Thorough Execution, Results

Trendway Corporation - Holland, MI

Director of Marketing

July 2011 - Present

Lead the strategic rebranding of Trendway Corporation on all marketing fronts. This includes product commercialization and new product launches, website, showrooms, tradeshows, training, printed and electronic sales tools, and more. Create and execute comprehensive marketing initiatives to support broader organizational goals and growth. Support business development efforts through collaboration with Product Teams, Sales, and Distribution. Manage and develop the Marketing Department as well as external partners. Establish and manage the marketing operations budget. Identify and monitor metrics defined for success.

Direct Reports: 6

Haworth Inc., - Holland, MI

Senior Marketing Manager / New Product Introductions

Jul. 2007 - Present

Primary responsibilities include: leading marketing and commercialization for new product introductions at Haworth, North America; managing the Haworth Sales Aid Center and Literature Fulfillment House; managing annual advertising plan and budget; and driving the strategic planning and initiatives for Haworth NA Marketing Communications.

Collaborating with broad range of internal teams, including Industrial Design, Interior Design, Engineering, Product Marketing, Research and Knowledge, Web Marketing, Technical Marketing, Sales, Legal, Dealer Development, PR, and Finance is critical for success. Partnering with outside suppliers and creative resources is equally relevant.

Excellence required in several categories including: leadership skills, creativity, project management and organizational skills for planning and tracking schedules/budgets; interpersonal skills; written/verbal communication skills; presentation skills; and effective team building.

Direct Reports: 4

Marketing Manager / Product Launches & Enhancements

Jun. 2005 - Jul. 2007

Responsibilities: led the commercialization of Haworth product launches and product enhancements; developed internal processes; created and executed comprehensive commercialization plans with both offline and online strategies to meet budget and schedule requirements; collaborated with training & PR to ensure alignment; refined product positioning, named new products, created key messages; developed and produced a wide variety of marketing, sales, and training tools - including client presentations, brochures, videos, handbooks, website communications, animations, presentation boards, and other online tools; managed internal, cross-functional and cross-geographical project teams and external suppliers - including graphic agencies, design firms, rendering firms, architectural photographers, copywriters, and printers; and trained Haworth field and dealer sales members.

Strong collaboration with Product Marketing teams during product development and throughout product launch was critical. Direct Reports: 3

Interphase Office - Grand Rapids, MI

Sales- Account Executive

Jul. 2004 - Jun. 2005

Responsibilities: bottom-line, profitable sales; established new client relationships and new business in the West Michigan area; managed existing client relationships through consistent and exceptional service; developed and maintained strong alliances with the architectural & design community, construction contractors and end users. Combination of skills required for strong relationship building, consulting and selling, project management, and interior solutions presentations.

Haworth, Inc. - Holland, MI

Manager / Tradeshows & Events

Jun. 2002 - Jul. 2004

Responsibilities: led multiple, cross-functional and cross-geographical teams throughout the year to develop and manage major tradeshows, national sales meetings and special events; identified, produced and implemented a mix of training/merchandising/marketing/sales materials and exhibits for tradeshows across NA; supervised environmental graphics for showroom designs and booth designs; managed lead generation efforts; hosted tours and delivered presentations to dealers, architects, designers, and clients across the country; effectively managed a variety of projects, budgets and critical timelines with a combination of teams including internal members, architectural & design firms, marketing/graphic agencies, exhibit houses and other outside suppliers. (Shows included NeoCon Chicago, NeoCon Canada/IIDEX, NeoCon East, GSA shows, NECE, CORENET, Greenbuild and others.) Direct Reports: 2

Senior Marketing Specialist / Marketing Programs

Mar. 1999 - Jun. 2002

Responsibilities: led cross-functional teams in the development of various marketing programs - including A&D direct mail programs, sales incentive programs for field and dealers, and end-user sales offers; created product and program support collateral, sales tools and training presentations. Strong organizational skills, team building skills, and project management required for budget adherence, quality and deadlines. Program metrics and ROI were tracked as indicators of success. Direct Reports: 1

Amway Corporation - Ada, MI

Independent Contract

Sr. Promotions Specialist | International Durable Goods

Jan. 1998 - Dec. 1998

Responsibilities: developed worldwide merchandising and training materials for Amway HomeTech product launches - including Air Treatment Systems, Water Treatment Systems, Cutlery and Cookware; worked closely with internal Product Managers and Researchers as well as Amway affiliates around the world to identify key objectives and strategies for marketing messages and materials; effectively managed both internal resources and outside suppliers (agencies, photographers, printers, copywriters) to meet distributor needs and manage budgets. Significant project management, leadership and communication skills required for successful international product launches.

Haworth, Inc. - Holland, MI

Marketing Specialist | Marketing Programs & Promotions

Jan. 1997 - Jan. 1998

Responsibilities: developed, produced, implemented and monitored marketing programs and promotions targeted to all sales members. Budget tracking required and metrics surrounded projects for ROI analysis. Significant project management with a cross-functional team and outside graphics/advertising agencies required.

Marketing Analyst | Product Marketing

Nov. 1994 - Jan. 1997

Responsibilities: managed and merchandised the Haworth RUSH (quick-ship) program and the Haworth European Collection; P&L tracking; project management; strong collaboration with distribution, international peers, order scheduling and sales; monthly business reporting to track sales volumes and discounting; client presentations; and program training. Created, produced, implemented and monitored marketing programs for field and dealer sales members.

Marketing Associate | Product Line Management

Oct. 1993 - Nov. 1994

Responsibilities: managed wood casegoods & wood seating product lines; created and managed monthly product P&L reports; tracked product discounting and sales volume fluctuations; supported field sales efforts; provided product training to field and dealer sales members; delivered client presentations and tours; facilitated new product introductions; wrote and published monthly product newsletter to field and dealer sales; analyzed and researched competitors in great depth.

Biggs-Gilmore Communications - Grand Rapids, MI

Associate Account Executive

Mar. 1991 - Oct. 1993

Responsibilities: full-spectrum account management for a variety of B2B and B2C clients; developed marketing strategies and plans; managed projects from initial strategy sessions through production stages and media; copywriting; market research; public relations coordination. Projects included outdoor, print, direct mail, radio, and television. Clients included: United Way, D&W Food Centers, Viking Sprinklers, Michigan Flower, Haworth Inc., D&N Bank, Quality Farm & Fleet, and X-Rite.

Board Member - CultureWorks

Nov 2014 - Present

CultureWorks is a Holland, MI-based, faith inspired nonprofit dedicated to making culturally relevant, transformational art and design experiences available to individuals from all backgrounds. They provide a nurturing environment where professional teaching artists and designers work with middle and high school students from all backgrounds to inspire curiosity, uncover talent, and develop 21st century skills.

Voigt House Museum - Grand Rapids, MI

Jun. 1991- Sep.1993

Volunteer Positions

PR/Media Coordinator (1992-1993)

Docent (1991-1993)

Responsibilities: coordinate with the museum planning committee to create and develop seasonal events; regularly communicate with local media via press releases and phone calls to garner attention and coverage; regularly provide museum tours to public visitors.

SOAK 5, LLC - Grand Haven, MI

Owner

August 2009 - December 2011

Started my own small clothing company celebrating the Great Lakes and targeting audiences in beach towns around them (U.S. only). Activities included: market research, legal work for trademarking and copyrighting, creative leadership for logo and clothing designs, marketing leadership for commercialization plan development, sales leadership for developing, maintaining and supporting distribution network, financial leadership for managing the cost structure, margins, and ongoing sustainability.

Education

Grand Valley State University

MBA

Western Michigan University

BBA: Advertising

BAS: Communications

Minor: General Business

MARK KINSLER

4886 Tall Pines Court
Grand Rapids, Michigan 49546

616.560.5276
mark.kinsler@gmail.com

CAREER SUMMARY

An accomplished Senior Executive with extensive sales and channel management experience in business-to-business environments. P&L leadership includes strategy creation/implementation, organizational alignment, market turnarounds and performance improvement initiatives in both emerging and mature markets. A values-driven leader with excellent analytical, general management and team development skills. Distinctive ability to align people with a compelling mission and equip them for sustainable competitive advantage.

CORE COMPETENCIES

- Strategic Sales Training & Team Empowerment
- Client Acquisition & Business Development
- Negotiations, Presentations & Consultations
- Communication & Interpersonal Excellence
- Strategic Planning & Vision
- Recruitment, Selection & Training

PROFESSIONAL BACKGROUND**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION****2011- Present****VP, Business Attraction/ International Business Development**

Responsible for leading the domestic and international business attraction teams that execute the sales strategies designed to grow the number of jobs in Michigan. This is accomplished by creating a compelling business case for companies to build or relocate their business operations in Michigan. Additional responsibilities include leading the team dedicated to supporting small and medium size businesses seeking to expand their sales through entry into international export markets. A key component of these initiatives is the collaboration with local economic development leaders to insure resources are deployed appropriately against these strategic priorities.

HERMAN MILLER, INCORPORATED**1985 to 2011**

A leading \$2 billion global company that researches, designs, manufactures, and distributes interior furnishings for office, healthcare, educational, and residential settings. NASDAQ Symbol – MLHR.

Senior Vice President, Sales**2006 – 2011**

Led the development/implementation of the sales and distribution strategy for Herman Miller North America. P&L leadership responsibility for \$800 million in sales, a \$50+ million annual operating budget and a 300+ member direct corporate selling team. Direct reports included a 10-member, VP level, leadership team responsible for corporate sales, global accounts, government, and the architectural/design community.

- Significantly improved effectiveness and efficiencies in the sales process by initiating a full time focus on lean practices.
- Implemented a new business development process, successfully increasing market share with the company's existing 50+ global accounts and top 250 commercial accounts.
- Led a successful turnaround strategy that exceeded performance target by 130% of annual plan. Fiscal 2011 performance was highest year-over-year improvement in the corporation's history.
- Reorganized the sales teams and roles to focus on the top markets, resulting in share growth in 41 of the top 60 markets over a 3 year period.
- Initiated a system of marketplace dashboards to enable Herman Miller sales and dealer management to assess performance, determine progress against market plans, and modify priorities as needed.
- Generated significant incremental sales volume and enhanced brand awareness by establishing an organizational sales structure that was capable of delivering financially based solutions focused against the customer's key business drivers.

HERMAN MILLER INCORPORATED (continued)

- Accelerated HMI's recovery from an unprecedented industry downturn (nearly 40%), creating and leading the sales initiatives which secured a profitable turnaround in sales and market share (a faster recovery than our industry's largest competitor).
- As a certified sales consultant, strengthened sales processes by delivering Miller-Heiman Strategic Selling training to Herman Miller sales leaders and dealer management teams.

Vice President, Strategic Account Management

2000 – 2006

Responsible for the strategic planning for the corporation's top accounts and industry segments (Global Accounts, Government & Healthcare) with an annual sales goal of \$500+ million.

- Coordinated global resources to grow share within Herman Miller's top 50 accounts.
- Developed and implemented the strategic plan for the Government, Education and Healthcare industry segments.
- Averaged 10% sales growth over four years by connecting our global capabilities into one focused effort against the growing list of customers in the global accounts program.

Area Vice President

1996 – 2000

Responsible for managing and developing the vision, goals and tasks for the Central Area Sales Team comprised of 30 Herman Miler sales professionals, including Regional Management that coordinated Herman Miller's sales effort with its distributors in an eight state area.

- Averaged 14% year-over-year growth in sales and operating contribution by recruiting and hiring strong business developers.
- Consistently improved the performance of the dealer experience in the market through a coordinated planning process with the dealer principals.

PREVIOUS PROFESSIONAL EXPERIENCE

Served in progressively responsible sales leadership roles for **Herman Miller, Inc.**, including *Regional Sales Manager* (1992-1996), *Manager – Corporate Accounts* (1989-1992), *Market Manager* (1988-1989), and *Corporate Account Manager* (1985-1988). For **AT&T Information Systems**, filled role as *National Account Manager* (1980-1985).

EDUCATIONBA *Business Administration*

University of Michigan (1980)

Continuing education and professional development includes training and trainer certification in Miller Heiman Sales System's Strategic Selling and Conceptual Selling programs.

PROFESSIONAL AND COMMUNITY AFFILIATIONS

Board Member, National Strategic Planning Committee – CoreNet
Board of Trustees – Hospice of Michigan

Customized Website



Trendway offers customized websites for customers who require e-commerce, inventory asset management, project management or product standards programs. We customize a point-and-click visual catalog to meet your needs. Order workflow enables customer and dealer approval process.



WHAT CAN A CUSTOMIZED WEBSITE DO FOR YOU?

- **Easy On-line Ordering**

Trendway's electronic ordering tool allows customers to develop an order and send it to their local dealer. On-line order entry module supports standalone web based solutions and can also be integrated into ERP systems.

- **Communicate Company Approved Products 24/7**

Allowing the customer to display pre-selected and pre-approved workstation typicals and product selection menus eliminates the need for additional product approval processes. Standards programs help enable facility managers manage their real estate investment.

- **Expedite the Furniture Requisitioning Process**

Customized websites expedite the order development process by providing an electronic catalog in a store front format. This allows authorized personnel to select products, place them in a shopping cart, and request an order from anywhere in the world

- **Provide Increased Control Over the Furniture Procurement Process**

Customized websites reduce the risk of errors, as the customer can select their own furniture, from a pre-approved selection of products.

* Average development time is 4-5 weeks.

Limited Lifetime Warranty



Trendway Corporation warrants to the original purchaser that the products described in its price lists, sold after August 1, 2004 will be free from defects in materials and workmanship commencing with the date of initial purchase and continuing for as long as the original owner uses these products. This warranty provides limits on the following products:

	Systems	Architectural Products	Seating
10 Year	<ul style="list-style-type: none"> •Height-Adjustable Table Frame •Electrical Components 		<ul style="list-style-type: none"> •Pneumatic Cylinders •Mechanisms
5 Year	<ul style="list-style-type: none"> •Drawer Slides •Systems Textiles •Finishes •Electronic Ballasts •Height-Adjustable Table Mechanical Components 	<ul style="list-style-type: none"> •System Textiles •Finishes 	
3 Year	<ul style="list-style-type: none"> •Veneer •Magnetic Ballasts 		<ul style="list-style-type: none"> •Trim •Foam •Upholstery •Arm Pads
2 Year	<ul style="list-style-type: none"> •Surface Trend Fabrics •Height-Adjustable Table Electrical Components 	<ul style="list-style-type: none"> •Surface Trend Fabrics 	
1 Year	<ul style="list-style-type: none"> •Non-Standard Product •Personal Task Lighting 	<ul style="list-style-type: none"> •Non-Standard Product •TrendWall® Flooring Solutions 	<ul style="list-style-type: none"> •Non-Standard Product •Rexxi™ Chair
Not Covered	<ul style="list-style-type: none"> •Light Bulbs •Customer's Own Material 	<ul style="list-style-type: none"> •Customer's Own Material 	<ul style="list-style-type: none"> •Customer's Own Material

The following exceptions apply to all product lines:

- The Trendway warranty applies to normal three shift office use, with the exception of seating. Seating is warranted for single-shift usage.
- Damage caused by improper treatment of the product including exposure to unusual environmental conditions (extreme climates, acids, and moisture)

This comprehensive warranty applies to all products installed or reconfigured by a Trendway authorized installer. Trendway will repair, or at its option, replace defective merchandise, free of charge, which, when used normally and pursuant to Trendway's published instructions, and applicable planning guide information, prove to be defective within the period stated. This remedy is expressly agreed to be exclusive as a condition of sale. No person is authorized to assume for Trendway any warranty liability, except as expressly set forth in this paragraph, or set forth in writing by an authorized officer of the company at its headquarters in Holland, Michigan.

Any and all labor charge backs must be pre-approved by Trendway's Customer Care Manager in writing. Trendway will reimburse authorized Trendway dealers and service centers for approved warranty labor during the first year of use.

This warranty does not apply to damage resulting from accident, alteration, transport, or misuse, as well as damage from normal wear and tear such as dents, nicks, scratches, fading and improper maintenance. Trendway employs quality measures to ensure color consistency in our products. However, due to the effects of light and other environmental factors, no guarantee can be made for an exact match to product in an existing installation.

Natural variations occurring in materials such as wood and leather are not considered defects, and Trendway does not warrant the matching of colors, grains, textures or colorfastness of these materials.

Trendway provides a three-year warranty on veneer products for quality and craftsmanship. Due to the natural properties of wood, the following are not covered under this warranty:

- Changes in wood color resulting from exposure to light or aging
- Natural color variation between wood veneer and solid wood pieces, or resulting from veneer lay-up
- Natural variation in wood grain or the presence of character marks
- Normal wear and tear
- Exact match to swatch materials

Trendway makes no warranty to purchasers who acquire products for personal, family, or household purposes, or to purchasers acquiring the product other than directly from Trendway Corporation, its authorized dealers, or others who are specifically authorized by Trendway to sell such products. Trendway's liability with respect to its products shall not exceed that expressly set forth above irrespective of the theory upon which a claim might be based, including negligence. Under no circumstances shall Trendway be liable for incidental or consequential damages. Original product label must be attached to the product in question.

The warranty period is not interrupted or prolonged by the performance of a service under the terms of the warranty. There are no other warranties except as expressly set forth above, either express or implied, including any warranty of design, merchantability or fitness for any purpose.

This warranty supersedes all previously printed Trendway warranties.



Limited 3 Year Warranty

Trendway Corporation warrants to the original purchaser of FEEK™ North America (NA) products will be free from defects in materials and workmanship, such as coating delamination or failure, commencing with the date of initial purchase and continuing for 3 years provided the products are used under the conditions for which they are designed and for their intended purpose. FEEK NA products manufactured by Trendway are designed for sitting, reclining, or use as occasional tables to accommodate small objects. Warranty does not cover jumping, standing, or walking on the furniture. This warranty does not apply to damage resulting from accident, alteration, transport, or misuse, as well as damage from normal wear and tear such as scratches or localized nicks. FEEK NA coated foam products over time will acquire a subtle patina and texture that is a result of use and is an intentional design element.

FEEK NA coated foam products are warranted for indoor use only. Damage caused by outdoor use, water, direct sunlight light, sea air, or extreme changes in temperature are specifically excluded from the warranty.

Trendway will repair or replace any product which proves to be defective within the warranty period. Trendway must be notified of freight damage within five (5) days after delivery and the buyer must return such product in accordance with Trendway's instructions. This remedy is exclusive as a condition of sale. No person is authorized to assume for Trendway any warranty liability, except as expressly set forth in this paragraph, or set forth in writing by an authorized officer of the company at its headquarters in Holland, Michigan. For the warranty period of the product, Trendway will provide customer service assistance for claims that fall within its terms.

Trendway makes no warranty to purchasers who acquire products other than directly from Trendway Corporation, its authorized dealers, or others who are specifically authorized by Trendway to sell such products. All warranty claims are subject to review and approval by Trendway Corporation.

To the extent allowed by law, Trendway Corporation makes no other warranty, either express or implied, including fitness for a particular purpose. Trendway shall not be liable for direct, indirect, incidental, special or consequential damages, under any circumstances, including but not limited to damage or loss resulting from inability to use the products, increased operating costs or loss of production, or any other damages, whether arising from causes similar or dissimilar to those enumerated.

Foregoing constitutes buyer's sole remedy and Trendway's sole obligation with respect to products furnished hereunder. Buyer agrees to waive any and all rights or claims against Trendway by law or equity.

Trendway Sustainability >

Our Idea: Do more to use less.

In a world focused on more and bigger, it's important to realize that what counts is how little we leave behind. Trendway's commitment to environmental stewardship is ongoing. Trendway has adopted the BIFMA e3-2008 Furniture Sustainability Standard and looks forward to demonstrating how our products, processes and organization meet criteria for level certification. To that end, our sustainability agenda includes:



• **BIFMA level Certification**

Independent certifying organization NSF International has awarded level 1 certification to many Trendway products. Trendway's level 1 certified products now include Choices[®] and Contrada[®] systems, Trig[®] Desking, Intrinsic[®] Freestanding, all Filing and Storage products, and TrendWall[®] Movable Walls.

• **Product Design**

Considerations for our ongoing product design efforts include forward integration of components, materials re-design, and product lifecycle.

• **Product Content and Indoor Air Quality**

Trendway products are tested for conformance to SCS Indoor Advantage[®] or Indoor Advantage Gold[®] requirements. Visit www.trendway.com/scs to view SCS Indoor Advantage certificates for specific Trendway products.

• **Clean Manufacturing**

Trendway meets or exceeds Federal, state, and local environmental regulations; in addition, we use non-VOC adhesives and coatings, minimize packaging content, minimize scrap, and manage energy use.

• **Continuous Improvement**

We are constantly looking for ways to reduce our carbon footprint, as in a recent project that enabled us to consolidate a two-shift paint operation to a single shift, yielding significant energy use reduction.

• **Sustainable Work Environments**

Volo[®], TrendWall[®], and TrendWall[®] Clear Architectural Walls can be moved and reused with minimal waste and labor, providing low-impact space reconfiguration. Low-height Contrada, Choices, and Capture[™] configurations reduce material content and increase access to natural light.

• **LEED Projects**

Trendway products can contribute points to your LEED project.

• **Zero Waste to Landfill Facility**

In 2013 Trendway met the goal of achieving and maintaining zero waste to landfill from our facility.

Trendway Environmental Policy

BIFMA LEVEL e3 - Furniture Sustainability Standard SECTION 7 Human and Ecosystem Health

Trendway Corporation is committed to promoting sustainable work environments and business practices which balance sound economics, environmental protection, and social responsibility by incorporating the impetus of the Sustainability Guidelines of the Business and Institutional Furniture Manufacturers Association International (BIFMA) into our practices.

We will routinely update our practices, and we intend to make consistent, measurable progress toward set goals and will pursue them in all facets of our operations. We are committed to compliance with all applicable Local, State and Federal regulations.

We will strive to ensure that our key stakeholders are aware of our commitment as we pursue the goal of becoming an increasingly sustainable company. We also commit to reporting our progress in the following key areas:

- Materials use reduction, reuse and recycling.
- Energy use reduction and reuse
- Waste reduction, reuse and recycling
- Emissions reduction

Trendway's Executive Committee is committed to these principles and will make every effort to meet them.

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Trendway Corporation

13467 Quincy Street, Holland, MI, United States

For the following product(s):

Freestanding Workstations:

The PACK Collection, Intrinsic[®], Trig[®], Choices[®] Capture Systems

This product meets all of the necessary qualifications to be certified for the following claim:

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1 -2011) for the open plan and private office workstation parameters¹; CDPH/EHLB Standard Method v1.1-2010 (effective January 1, 2012) for the open plan¹ parameters; and ANSI/BIFMA e3-2012. (Credits 7.6.1, 7.6.2, and 7.6.3) for the open plan and private office workstation parameters¹;

¹ Modeled as a Workstation System

Registration # SCS-IAQ-02271

Valid from: November 1, 2014 to October 31, 2015



A handwritten signature in black ink that reads "Robert J. Hrubes".

Robert J. Hrubes, Ph.D., Executive Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

SCSglobal
SERVICES

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Trendway Corporation

13467 Quincy Street, Holland, MI, United States

For the following product(s):

Systems Furniture:
Choices[®], Contrada[®]

Excludes all wood veneer options

This product meets all of the necessary qualifications to be certified for the following claim:

Indoor Advantage[™] Gold

Indoor Air Quality Certified to SCS-EC10.3-2014

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1 -2011) for the open plan and private office workstation parameters¹; CDPH/EHLB Standard Method v1.1-2010 (effective January 1, 2012) for the open plan¹ parameters; and ANSI/BIFMA e3-2012 (Credits 7.6.1, 7.6.2, and 7.6.3) for the open plan and private office workstation parameters¹.

¹ Modeled as Workstation System

Registration # SCS-IAQ-02427

Valid from: November 1, 2014 to October 31, 2015



INDOOR ADVANTAGE GOLD
FURNITURE



ANSI ACCREDITED PROGRAM
PRODUCT CERTIFICATION
#0821

SCSglobal
SERVICES

A handwritten signature in black ink that reads "Robert J. Hrubes".

Robert J. Hrubes, Ph.D., Executive Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Trendway Corporation

13467 Quincy Street, Holland, MI, United States

For the following product(s):

Seating:

Code[®], In[®], Jet[™], Live[™], Live[™] II, M11, Rexxi[™], Series Y, Sketch[™], Snap[™], Stat[™], T51, Zego[™]

This product meets all of the necessary qualifications to be certified for the following claim:

Indoor Advantage[™] Gold

Indoor Air Quality Certified to SCS-EC10.3-2014

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011) and ANSI/BIFMA e.3-2012 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters.¹ Also, conforms to the CDPH/EHLB Standard Method v1.1-2010 (effective January 1, 2012) for seating¹ and school classroom parameters.¹

¹ Modeled as Seating

Registration # SCS-IAQ-02976

Valid from: November 1, 2014 to October 31, 2015



A handwritten signature in black ink that reads "Robert J. Hrubes".

Robert J. Hrubes, Ph.D., Executive Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

SCSglobal
SERVICES

NSF International

RECOGNIZES

Trendway Corporation
Holland, MI

AS COMPLYING WITH level™ CERTIFICATION
BIFMA e3 - FURNITURE SUSTAINABILITY STANDARD

level™ 1 Certified

ONLY PRODUCTS APPEARING IN THE NSF OFFICIAL
LISTING ARE NSF CERTIFIED.



the BIFMA sustainability standard



This certificate is the property of NSF International and must be returned upon request. For the most current and complete information, please access NSF's website (www.nsf.org).

Certificate # C0099698-01L1

Thomas J. Bruursema, Director
Sustainability

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Trendway Corporation

13467 Quincy Street, Holland, MI, United States

For the following product(s):

Movable Wall Systems:

TrendWall[®], TrendWall[®] Clear, Volo

Includes door and components.

This product meets all of the necessary qualifications to be certified for the following claim:

Indoor Advantage[™] Gold

Indoor Air Quality Certified to SCS-EC10.3-2014

Conforms to CDPH/EHLB Standard Method v1.1-2010 (effective January 1, 2012) for the school classroom^{1,2} and private office² parameters; Also conforms to ANSI/BIFMA e3-2012 Credit 7.6.1 for the open plan and private office³ and Credit 7.6.2 for the private office³ workstation parameters.

¹ Modeled as Wallcoverings

² Modeled as Door

³ Modeled as Individual Furniture Component

Registration # SCS-IAQ-01588

Valid from: November 1, 2014 to October 31, 2015



SCSglobal
SERVICES

A handwritten signature in black ink that reads "Robert J. Hrubes".

Robert J. Hrubes, Ph.D., Executive Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Trendway Corporation

13467 Quincy Street, Holland, MI, United States

For the following product(s):

Raised Flooring:
TrendWall® Flooring Solution

This product meets all of the necessary qualifications to be certified for the following claim:

Indoor Advantage™ Gold
Indoor Air Quality Certified to SCS-EC10.3-2014

Conforms to CDPH/EHLB Standard Method v1.1-2010 (effective January 1, 2012) for the school classroom, private office, and single-family residence parameters¹.

¹Modeled Product Type: Flooring

Registration # SCS-IAQ-02428
Valid from: November 1, 2014 to October 31, 2015



INDOOR ADVANTAGE GOLD
FURNITURE



ANSI ACCREDITED PROGRAM
PRODUCT CERTIFICATION
#0821

SCSglobal
SERVICES

A handwritten signature in black ink that reads "Robert J. Hrubes".

Robert J. Hrubes, Ph.D., Executive Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

Choices® / Contrada®

Trendway®

PROJECT IDENTIFICATION TOOL FOR POTENTIAL LEED™ CREDIT POINTS

LEED™ “Commercial Interiors” CREDIT POINTS, REFERENCE & POTENTIAL

1. **MR 3.3**
“Resource Reuse: Reuse 30%” Credit Available (Project-Specific Determination)
This credit point is available only if the Choices® and/or Contrada® products to be used in this project were previously installed elsewhere, then are reused in your project. Such reused Choices® and/or Contrada® products (with any other reused materials) must equal at least 30% of the total F&F budget.

2. **MR 4.1 / 4.2**
“Recycled Content, 10%...” (4.1) Credit Available (Project-Specific Determination)
“Recycled Content, 20%...” (4.2) Credit Available (Project-Specific Determination)
(4.1 and 4.2) Note that the credit point requirement is determined by value, not weight. Convert weight to value, combine with value of all building products to determine if project qualifies for this point.
_ A typical Choices® fabric-covered panel (36"X66", FAP3666) has approximately 3% post-consumer (PC) recycled content by weight, and 48.5% post-industrial (PI) recycled content by weight. Combined PC + PI = 51.5% by weight.
_ A typical Contrada® fabric-covered panel (36"X66", FR3611) has approximately 3% post-consumer (PC) recycled content by weight, and 23% post-industrial (PI) recycled content by weight. Combined PC + PI = 26% by weight.

3. **MR 5.1**
“Regional Materials: 20% manufactured regionally” Credit Available (Project-Specific Location)
This credit point is available if the project uses a minimum of 20% of the combined value of construction and furniture materials/products that are manufactured within 500 miles of Trendway Corporation, Holland MI. (Note that the requirement is for the TOTAL project.)

4. **MR 5.2**
“Regional Materials: 10% extracted & manufactured regionally” Credit Available (Project-Specific Location)
Meet MR5.1 and use a minimum of 10% of the combined value of construction and furniture materials or products that are extracted, harvested or recovered, AND manufactured within 500 miles of Trendway Corporation, Holland, MI. (Note that the requirement is for the TOTAL project.)

5. **MR 6**
“Rapidly Renewable Resources” Credit NOT Currently Applicable.
Choices® and Contrada® products currently do not contribute to obtaining this credit point.

6. **MR 7**
“Certified Wood” Credit NOT Currently Applicable
Choices® and Contrada® products currently do not contribute to obtaining this credit point.

7. **EQ 4.5**
“Low-Emitting Materials, Systems Furniture and Seating” Credit Available
Trendway products are tested for conformance to SCS Indoor Advantage™ or Indoor Advantage™ Gold requirements. Visit www.trendway.com/scs to view SCS Indoor Advantage™ certificates for specific Trendway products.

Choices® / Intrinsic® Filing & Storage

Trendway. >

PROJECT IDENTIFICATION TOOL FOR POTENTIAL LEED™ CREDIT POINTS

LEED™ “Commercial Interiors” CREDIT POINTS, REFERENCE & POTENTIAL

1. **MR 3.3**
“Resource Reuse: Reuse 30%” Credit Available (Project-Specific Determination)
This credit point is available only if the Choices® and/or Intrinsic® filing and storage products to be used in this project were previously installed elsewhere, then are reused in your project. Such reused Choices® and/or Intrinsic® filing and storage products (with any other reused materials) must equal at least 30% of the total F&F budget.

2. **MR 4.1 / 4.2**
“Recycled Content, 10%...” (4.1) Credit Available (Project-Specific Determination)
“Recycled Content, 20%...” (4.2) Credit Available (Project-Specific Determination)
*(4.1 and 4.2) Note that the credit point requirement is determined by value, not weight. Convert weight to value, combine with value of all building products to determine if project qualifies for this point.
 _ A typical Choices® or Intrinsic® filing and storage product (example: Choices® 5-drawer lateral file, 17 3/8"X42"X64 1/8", FSLF542E) has approximately 7% post-consumer (PC) recycled content by weight, and 30% post-industrial (PI) recycled content by weight. Combined PC + PI = 37% by weight.*

3. **MR 5.1**
“Regional Materials: 20% manufactured regionally” Credit Available (Project-Specific Location)
This credit point is available if the project uses a minimum of 20% of the combined value of construction and furniture materials/products that are manufactured within 500 miles of Trendway Corporation, Holland MI. (Note that the requirement is for the TOTAL project.)

4. **MR 5.2**
“Regional Materials: 10% extracted & manufactured regionally” Credit Available (Project-Specific Location)
Meet MR5.1 and use a minimum of 10% of the combined value of construction and furniture materials or products that are extracted, harvested or recovered, AND manufactured within 500 miles of Trendway Corporation, Holland, MI. (Note that the requirement is for the TOTAL project.)

5. **MR 6**
“Rapidly Renewable Resources” Credit NOT Applicable.
Choices® and Intrinsic® filing and storage products do not contribute to obtaining this credit point.

6. **EQ 4.5**
“Low-Emitting Materials, Systems Furniture and Seating” Credit Available
Trendway products are tested for conformance to SCS Indoor Advantage™ or Indoor Advantage™ Gold requirements. Visit www.trendway.com/scs to view SCS Indoor Advantage™ certificates for specific Trendway products.

PROJECT IDENTIFICATION TOOL FOR POTENTIAL LEED™ CREDIT POINTS
LEED™ “Commercial Interiors” CREDIT POINTS, REFERENCE & POTENTIAL

1. **MR 3.3**
“Resource Reuse: Reuse 30%” Credit Available (Project-Specific Determination)
This credit point is available only if the TrendWall® movable wall products to be used in this project were previously installed elsewhere, then are reused in your project. Such reused TrendWall® movable wall products (with any other reused materials) must equal at least 30% of the total F&F budget.

2. **MR 4.1 / 4.2**
“Recycled Content, 10%...” (4.1) Credit Available (Project-Specific Determination)
“Recycled Content, 20%...” (4.2) Credit Available (Project-Specific Determination)
*(4.1 and 4.2) Note that the credit point requirement is determined by value, not weight. Convert weight to value, combine with value of all building products to determine if project qualifies for this point.
 _ A typical TrendWall® movable wall panel (48”X108”, FT48108) has approximately 4% post-consumer (PC) recycled content by weight, and 42.3% post-industrial (PI) recycled content by weight. Combined PC + PI = 46.3% by weight.*

3. **MR 5.1**
“Regional Materials: 20% manufactured regionally” Credit Available (Project-Specific Location)
This credit point is available if the project uses a minimum of 20% of the combined value of construction and furniture materials/products that are manufactured within 500 miles of Trendway Corporation, Holland MI. (Note that the requirement is for the TOTAL project.)

4. **MR 5.2**
“Regional Materials: 10% extracted & manufactured regionally” Credit Available (Project-Specific Location)
Meet MR5.1 and use a minimum of 10% of the combined value of construction and furniture materials or products that are extracted, harvested or recovered, AND manufactured within 500 miles of Trendway Corporation, Holland, MI. (Note that the requirement is for the TOTAL project.)

5. **MR 6**
“Rapidly Renewable Resources” Credit NOT Currently Applicable.
TrendWall® movable wall products currently do not contribute to obtaining this credit point.

6. **MR 7**
“Certified Wood” Credit NOT Currently Applicable
Trendwall® movable wall products currently do not contribute to obtaining this credit point.

7. **EQ 4.5**
“Low-Emitting Materials, Systems Furniture and Seating” Credit Available
All TrendWall® movable wall products are certified by Scientific Certification Systems (SCS) and meet the “Option B” requirements for the credit point. (Certificate copies available at www.trendway.com)

Sales & Use Tax

Abr	State/City	City	Number
Actual Certificates available upon request for these states. We conduct business in all 50			
AL	<u>Alabama</u>		R008219492
AZ	<u>Arizona</u>		07682776-U
AZ	<u>Arizona</u>	Avondale	22187
AZ	<u>Arizona</u>	Bullhead	404595
AZ	<u>Arizona</u>	Peoria	10004736
AZ	<u>Arizona</u>	Phoenix	05005491
AZ	<u>Arizona</u>	Scottsdale	0934004
AZ	<u>Arizona</u>	Tempe	104944
AZ	<u>Arizona</u>	Tucson	0187643
CA	<u>California</u>		97667700
	Canada (GST)		12676 4166 RT0001
CO	<u>Colorado</u>		00792046
D.C.	District Of Columbia		381864337
FL	<u>Florida</u>		78-8012454554-5
GA	<u>Georgia</u>		175-562431
HI	<u>Hawaii</u>		W20083280-01
IL	<u>Illinois</u>		0114-4642
IL	<u>Illinois</u>		5445
IN	<u>Indiana</u>		0003288145-001
KS	<u>Kansas</u>		005381864337F01
KY	<u>Kentucky</u>		326503
MD	<u>Maryland</u>		8579975
MA	<u>Massachusetts</u>		381864337
MI	<u>Michigan</u>		ME-0302908
MN	<u>Minnesota</u>		1881334
MS	<u>Mississippi</u>		185-12237-1
NE	<u>Nebraska</u>		11443561
NJ	<u>New Jersey</u>		381-864-337/000
NY	<u>New York</u>		381864337
NC	<u>North Carolina</u>		600821363
OH	<u>Ohio</u>		99-003920
OH	<u>Ohio - CAT</u>		95211781
PA	<u>Pennsylvania</u>		99-164 744
TN	<u>Tennessee</u>		106396698
TX	<u>Texas</u>		1318643374
UT	<u>Utah</u>		10012011 003 STC
VA	<u>Virginia</u>		12-381864337f-001
WA	<u>Washington</u>		6024441195
WI	<u>Wisconsin</u>		456-1028130084-02



Tab 4

- Evaluation Criteria Questionnaire (Appendix I)

Appendix I:
EVALUATION QUESTIONNAIRE/SELF CHECKLIST

Products/Pricing (40 Points)

1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device? Yes No
2. Is there a price list for all available products/services on a corresponding electronic device?
Yes No
3. Did you provide the warranty information that is offered by your company?
Yes No
4. Will customers be able to verify they received the contract price?
Yes No

Please explain how they would verify the contract price.

5. What payment methods do you accept?
A. Electronic Transfer B. Credit Card C. Check

Performance Capability (30 Points)

1. Did you indicate which states you can deliver to under APPENDIX E, Question 1?
Yes No
2. What is the capability of your company to respond to emergency orders?
Please explain what actions you would take. Please see attached response
3. Please provide your company's average fill rate over the last three fiscal years.
1) 99% 2) 99% 3) 99%
4. Please provide your company's average on time delivery rate over the last fiscal year.
99%
5. Does your company agree to the following statement on shipping charges "*All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.*"? Yes No

If not please explain.

6. What is your company's return and restocking policy? Are there any applicable fees?
Please provide a brief description and example. Please see attached terms/conditions
7. What is your company's history of meeting shipping and delivery timelines?
Please see attached response
8. Will your company be able to meet the one year warranty guarantee as stated on page 16 under pricing? Yes No

If not, please explain.

- 9. Did you provide your company's information regarding your customer service department as per APPENDIX F, Question 15? Yes No
- 10. What is your company's current invoicing process? Please see attached response
- 11. Did you indicate how your company will implement the contract as per APPENDIX F, Question 20? Yes No
- 12. Did you provide your Dun & Bradstreet number? Yes No
- 13. Did you provide information on your website and on-line ordering capacities as per APPENDIX F, Question 14? Yes No

Qualification and Experience (20 points)

- 1. What is your company's reputation in the marketplace? Please see attached response
- 2. What is the reputation of your products and/or services in the marketplace? Please see attached response
- 3. Does your company have past experience with Region 4 ESC and/or TCPN members? If so, please list them and their contact information (Up to five). No
- 4. Did you list your key employees and their qualifications as per APPENDIX F, Question 6? Yes No
- 5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F, Question 6 & 7? Yes No
- 6. What past experience does your company have working in the government sector? Please see attached response
- 7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F, Question 24? Yes No
- 8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F, Question 16? Yes No
- 9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per APPENDIX F? Yes No
- 10. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business certifications that your company holds? Yes No
- 11. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business and other diverse certifications that your company holds? Yes No

Value Add (10 Points)

- 1. Did you submit a marketing plan as per APPENDIX F, Question 17? Yes No
- 2. Did you provide a national sales training plan as per APPENDIX F, Question 21? Yes No

Appendix I - Additional Responses Evaluation Questionnaire/Self Checklist

Products-Pricing

4. Will Customers be able to verify they received the contract price?

Customers will be able to verify the contract prices in several ways:

- Review of the contract via dedicated web site. List pricing and discounts will be shown.
- Email to Matt Hinueber, Contract Manager. mhinueber@trendway.com
- Phone call or e-mail to any member of Trendway Customer Service.
- Email is customerservice@trendway.com or phone is 800-893-8115

Performance Capability

2. What is the capability of your company to respond to emergency orders?

Emergency orders are given priority handling in our processing and scheduling groups. Many products are off the shelf, stock items and can ship within 24 hours. We have a comprehensive Express program which offers our most popular sizes and finishes for shipment within 72 hours after receipt of order. Expedited delivery service is available at the agencies expense.

7. What is your company's history of meeting shipping and delivery timelines?

The furniture industry has been plagued over the years by late or incomplete shipments. Even though Trendway was considered one of the best performers in the marketplace, several years ago we instituted our On Time or On Trendway policy. Simply, any part of an agency's order not shipping on its scheduled date is free. Only a company with the confidence in its people and processed could make such a promise.

We also chart our on time and complete shipment performance. We routinely ship 99% of our orders on time and complete.

10. What is your company's current invoicing process?

We invoice the day the product ships and payment terms are Net 30 from invoice date. Invoices can be mailed or e-mailed. We accept electronic transfer, credit card or check as payment.

14. Not on Appendix I, but listed as Q and A 48

Please see attached safety policy/report.

Trendway.>

15. Not on Appendix I, but noted as Q and A 49

Trendway has all the requisite instructional materials, either in hard copy or available through our web site. If a unique document is needed for an agency, we have a professional staff of graphic designers who can create it. It's been our experience that the information a customer needs is generally readily available.

Qualification and Experience

1. What is your company's reputation in the marketplace?

Trendway's reputation in the marketplace is very concise: We make a quality product (at a very competitive price), ship it on time and stand behind it. Customers, dealers and competitors will generally acknowledge Trendway's lead times are the fastest in the industry and the service afforded a user is unsurpassed in the business. This formula has enabled Trendway to grow steadily since our founding in 1968 through economic downturns and ever increasing competition.

2. What is the reputation of your products and/or services in the marketplace?

As noted above, we believe we have the best service in the marketplace. It's what allowed us to thrive and show continual growth. Customers have told us they've never worked with a more dedicated group of people at all levels. When an agency places an order with us, they can be assured it's taken care of. Our goal is to provide peace of mind to a buyer. Our products have evolved over the years to become not just durable, well-built furniture, but are now considered aesthetically pleasing, ergonomically smart and fit in any environment from the Fortune 100 office to the small, local startup company. Our newest additions, Capture, FEEK and Volo are considered state of the art by our customer and dealer base and the sales of these new products continues to grow at a rapid rate.

6. What past experience does your company have working in the government sector?

We have been a Government supplier since the mid 1980's through the General Services Administration Multiple Award Schedule program. We typically are among GSA's top vendors in terms of annual sales and are among the top for VOSB's. We hold numerous State and local contracts as evidenced by the chart enclosed in this presentation.

Trendway.>

18. Damaged Materials

Trendway Corporation is not responsible for shipped products when the common carrier is in receipt of the material. Trendway expects all customers to thoroughly inspect orders on receipt regardless of point of delivery. Clear receipt should not be given on the material until it has been checked for damage in transit. All claims for noted damaged material must be made by the customer to Trendway Customer Care. Concealed damage or damage not noted at time of delivery shall be made by the customer to the common carrier within 15 days after receipt. Trendway assumes no liability for such damage.

19. Shortage on Order

Shortage on ordered products must be reported to Trendway Corporation within five (5) days of product delivery and must be noted on bill of lading at time of delivery.

20. Product Usage and Compliance

Buyer assumes full responsibility for the application of Trendway's product to Buyer's use, and compliance with Trendway installation and maintenance instructions and reasonable load restrictions. Compliance to local code restrictions regarding fire, electrical, and building codes are the responsibility of the customer or his authorized agent.

21. Post-Delivery Assistance

Installation and servicing of Trendway products are normally handled directly by Trendway-authorized dealers. When this is not possible, assistance is available by calling Trendway's Customer Care Department, Holland, Michigan.

22. Returned Goods

As a basic policy, Trendway does not accept returned material, because most items are manufactured per order and are not in stock at the factory. If material is authorized for return because of Trendway error, shipment may be made freight collect. Any other goods for which Trendway does authorize a return will be sent prepaid and a restocking charge of 35% will apply. To receive authorization to return goods, please contact Trendway's Customer Care Department.

All Returned Materials Authorizations expire thirty (30) days from date of issue. Any product returned after 30 days will be refused and returned to sender collect.

Electrical components, nonstandard items, Express products, and fabric-covered goods may not be returned. Replacement products will be billed to you with credit being issued upon return of the product in good condition. All goods returned must be in the original Trendway packing cartons. Goods will

be inspected for damage upon return. No credit will be issued for goods which are damaged. As a general statement of policy, return authorization will not be issued for items unless they are Trendway stock items.

23. Key-Alike Option

The key-alike option is available on all orders. To order key-alike items within a workstation, follow these steps:

- Fill out a key-alike form and submit it with your purchase order. If key-alike orders are placed with your PO or within 30 days of receipt of your order, they will be sent at no charge.
- After 30 days of your PO regardless of your installation date, the cost of key-alike requests will be \$3.00 net per core and key, if the quantity exceeds 10.

Note: Credit will not be issued for return of unused cores and key's.

Key-Alike forms are available on www.trenddealer.com or through Trendway Customer Care.

24. Special Marking or Tagging

Special tagging is available on all orders free of charge. Trendway suggests this option to simplify the staging and installation of product. **Tag designations must be specified at the time an order is placed.**

25. Trendway Field Technical and Installation Support:

On-site field measurement and installation support is available as a service. The fees are listed below:

Field Measurement Assistance: 1 Day on-Site, \$1,800.00

Field Installation Assistance: 3 Days on-site, \$3,000.00

These fees are based on a minimum 14 business days advanced notification and booking. Service requests booked less than 14 business days in advance may be subject to additional fees due to added travel cost. For more information or to place a request, contact Trendway Customer Care at 1-616-399-3900.

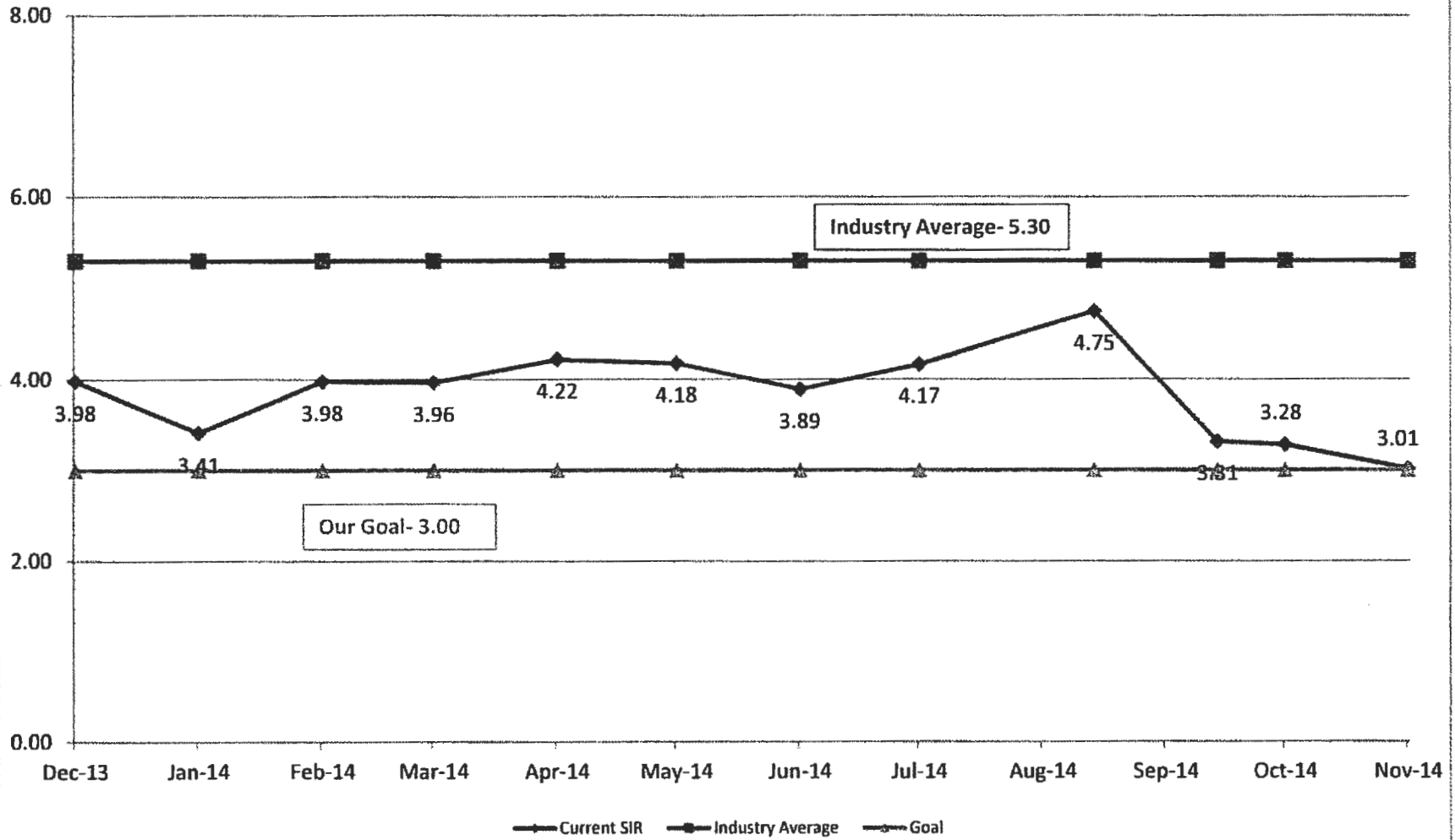
Find the most current terms and conditions on www.Trenddealer.com, in the Price List section.

Trendway agrees to TCPS's restocking of 10%

Choices
PanelsChoices
ElectricalChoices
ComponentsChoices
DesklingChoices
TablesChoices
Filing & StorageTerms, Policies
& Index

Trendway Safety Incident Rate

SIR = (200,000 * Number of Recordable Injuries) / Total Hours Worked





Tab 5

- Product / Services (Appendix B)

Appendix B:
PRODUCT / SERVICES SPECIFICATIONS

It is the intention of Region 4 ESC to establish an annual contract with highly qualified Vendor(s) for **Furniture and Installation** on a national basis. Vendor(s) shall, at the request of Region 4 ESC and/or TCPN members, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS.

The scope of this RFP shall include but not limited to the following categories. Respondents do not have to offer every category in order to be considered for award.

- Category A – Audio/Visual Furniture
- Category B – Cafeteria
- Category C – Caseloads
- Category D – Classroom & Library
- Category E - Dormitory
- Category F – Ergonomic Solutions
- Category G – Filing Storage
- Category H – Lounge/Reception
- Category I – Related Products and Support Services
- Category J – Science Lab
- Category K – Seating / Chairs
- Category L – Tables/Meeting Conference Room
- Category M – Technology Support Furniture
- Category N - Workstation

Respondents are strongly encouraged to submit their entire catalogue and turn-key solutions within the scope of this RFP. Region 4 ESC reserves the right to reject parts of offerings that it deems to fall outside the scope of the RFP.

Respondents shall be able to offer Region 4 and TCPN members the best options available to meet their needs and shall be familiar with the resources available to provide the product/services at the best possible cost.

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalogue numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Vendor(s) may provide any product that meets or exceeds the applicable specifications. The Vendor(s) shall demonstrate comparability to the Customer's satisfaction. The Customer will decide at their sole discretion whether a product is acceptable as an equivalent.

The Respondent warrants that all products under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Respondent has the primary responsibility to submit product specific warranty as required and accepted by industry standards.

Respondents shall provide a clear and detailed description of shipping and delivery terms if different than that described in Article 7; 7.1

Dealers/Resellers

If Respondent is a dealer or re-seller a Manufacturer's Dealer Certificate (Exhibit A) verifying their authorization to offer product line must be included in their response. Failure to include may result in a non-award.

Manufacturers

A complete list of authorized dealers/resellers must be included in your proposal. Failure to include may result in a non-award. It shall be the responsibility of the manufacturer to ensure this list is current and to advise Region 4/TCPN of any additions and/or deletions to this list.

Product/Price Updates

New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by Region 4 ESC and/or TCPN. At no time is the Supplier allowed to unilaterally change products or pricing.

Successful bidder shall be responsible for notifying TCPN of all obsolete and discontinued products in writing and in a timely manner.

Returns

The vendor will honor all standard return policies. No restocking fees may be charged to Region 4 or TCPN members if an item is returned due to damage, incorrect product shipped or Vendor customer service order entry error. Restocking fees for all other reasons shall be capped at 10% of the value of the items that require restocking.

Dealer Listing

Dealer Name	Dealer City	Dealer State	Dealer Zip
ARCTIC OFFICE PRODUCTS	ANCHORAGE	AK	99503
BUSINESS INTERIORS	BIRMINGHAM	AL	35233
KYLE OFFICE SOLUTIONS	TUSCALOOSA	AL	35403
STRICKLAND COMPANIES	BIRMINGHAM	AL	35214
THE MELL GROUP, LLC	BIRMINGHAM	AL	35209
SCHOOL & OFFICE PRODUCTS	LITTLE ROCK	AR	72202
AWE CORPORATE INTERIORS	PHOENIX	AZ	85014
BUSINESS INTERIORS BY	TOLLESON	AZ	85353
CLASS COMMERCIAL	TUCSON	AZ	85741
CORPORATE INTERIOR SYS	PHOENIX	AZ	85040
NATIONAL BUSINESS FURN AZ	PHOENIX	AZ	85050
NATIONAL DESIGN & TRADE	PHOENIX	AZ	85040
RBACH OFFICE AND SCHOOL	SCOTTSDALE	AZ	85262
SOUTHWEST PARTITIONS	PHOENIX	AZ	85013
WORKSPACES, LLC	PHOENIX	AZ	85020
1st CHOICE MODULAR	COSTA MESA	CA	92626
AAA BUSINESS SUPPLIES	SAN FRANCISCO	CA	94124
ANACAPA OFFICE FURN & DES	OXNARD	CA	93030
B + C FURNITURE SOLUTIONS	SAN DIEGO	CA	92110
BETH HAKES INTERIORS INC	LA CRESCENTA	CA	91214
BMEA ENTERPRISES INC	POWAY	CA	92064-7117
BUILDING BLOCK INTERIORS	DANVILLE	CA	94506
BUILDING BLOCK INTERIORS	DANVILLE	CA	94506
BURKETT'S OFC FURNISHINGS	SACRAMENTO	CA	95828
CALIBER OFFICE FURNITURE	REDDING	CA	96001
COMMERCIAL OFFICE INT	SAN JOSE	CA	95131
COMMERCIAL OFFICE INT	SAN JOSE	CA	95131
CONTRAX FURNISHINGS	SACRAMENTO	CA	95834
CRIDER CONTRACT INTERIORS	FULLERTON	CA	92835
CROSLEY RESOURCE GROUP	BAKERSFIELD	CA	93301
DESIGN WORKPLACE, INC	SYLMAR	CA	91342
GMAFREDO DESIGN	FRESNO	CA	93722
GMAFREDO DESIGN	FRESNO	CA	93722
HOOVER'S COMMERCIAL	CONCORD	CA	94520
IBEX ENTERPRISES	SAN FRANCISCO	CA	94111
INDOFF COMMERCIAL	REDLANDS	CA	92373
INTERIOR MOTIONS	EMERYVILLE	CA	94608
KILNER'S INC	FRESNO	CA	93744
LANDESIGN, INC	SAN JUAN CAPISTR	CA	92675
MARGARET C. PETT, INC	ALTADENA	CA	91001
MB CONTRACT FURNITURE INC	BENICIA	CA	94510
MILES TREASTER & ASSOC	WEST SACRAMENTO	CA	95691
MODERN OFFICE ENVIRONMENT	BAKERSFIELD	CA	93301-5915
MODULAR SYSTEMS CA	EL CAJON	CA	92021-1935
NATIONAL BUS FURN N CAL	SAN FRANCISCO	CA	94109

Dealer Listing

Dealer Name	Dealer City	Dealer State	Dealer Zip
NATIONAL BUSINESS FURN CA	LOS ANGELES	CA	90010
OFFICE DEPOT FREMONT 1135	FREMONT	CA	94538
OFFICE DEPOT SN FRAN 5113	SAN FRANCISCO	CA	94107
OFFICE DESIGN & INTERIORS	REDWOOD CITY	CA	94063
OFFICE DESIGN GROUP	IRVINE	CA	92618
OFFICE LINK DESIGN, LLC	LOS ANGELES	CA	90045
RICHARD T PUTMAN	NEWPORT BEACH	CA	92660
ROCOVITZ, INC.	ANAHEIM	CA	92806
SHERMAN DESIGN GROUP, INC	LONG BEACH	CA	90807
SMITH BUSINESS INTERIORS	VACAVILLE	CA	95688
TRI-COUNTY OFFICE	SANTA BARBARA	CA	93101
UNITED IMAGING	WOODLAND HILLS	CA	91367
VERTEX BUSINESS INTERIORS	TUSTIN	CA	92780
WEST COAST	VISTA	CA	92084
WORKPLACE SOLUTIONS LLC	ANAHEIM	CA	92805
BUSINESS INTERIORS BY	AURORA	CO	80011
CITRON WORKSPACES	LOUISVILLE	CO	80027
CONTRACT FURNISHINGS, INC	DENVER	CO	80205
CORPORATE SOURCE OF CO	DENVER	CO	80202
INTELLIGENT COMMERCIAL	GREENWOOD VLLGE	CO	80111
JORDY - CARTER INC	DENVER	CO	80210
NATIONAL BUSINESS FURN CO	DENVER	CO	80222
OFFICE OUTFITTERS &	GRAND JUNCTION	CO	81501-3535
OUTBACK OFFICE INC	EVERGREEN	CO	80439
PROSPACE INTERIORS, INC	DELTA	CO	81416
SIMPSON FURONES INT'L LLC	WESTMINSTER	CO	80035-0938
TEAMMATES COMMERCIAL	LAKEWOOD	CO	80226
CORPORATE DESIGN/CT LLC	NEW MILFORD	CT	6776
CORPORATE OFC SPECIALISTS	WEST HARTFORD	CT	6107
EXECUTIVE SUITES, LLC	BRIDGEPORT	CT	6610
INFINITY OFFICE INTERIOR	BLOOMFIELD	CT	6002
INSALCO CORP	WALLINGFORD	CT	6492
JEFFERSON GROUP LLC	STAMFORD	CT	6906
OFFICE CONCEPTS, LLC	NEWINGTON	CT	6111
OFFICE FURNITURE INC	NEWINGTON	CT	6111
MDM OFFICE SYSTEMS, INC.	WASHINGTON	DC	20011
BUSINESS INTERIORS LLC	HOCKESSIN	DE	19707
DELAWARE SCHOOL & OFFICE	WILMINGTON	DE	19808
ACCENT OFFICE INTERIORS	TALLAHASSEE	FL	32308
APRICOT OFFICE INTERIORS	PLANTATION	FL	33317
BLACK'S OFFICE INT	PENSACOLA	FL	32591-3066
C.H.I. SOLUTIONS INC.	FT LAUDERDALE	FL	33312
CENTER LINE ASSOCIATES	FT WALTON BEACH	FL	32548
COMMERCIAL DESIGN SERVICE	TAMPA	FL	33634
CONTRACT FURNITURE INC	TAMPA	FL	33605

Dealer Listing

Dealer Name	Dealer City	Dealer State	Dealer Zip
CONTRACT OFFICE SOLUTIONS	PENSACOLA	FL	32514
CREATIVE OFFICE SOLUTIONS	MIAMI	FL	33137
EFFICIENT BUS DESIGN INC	BOYNTON BEACH	FL	33426
EMPIRE OFFICE, INC-HOLLYW	HOLLYWOOD	FL	33020
EMPIRE OFFICE, INC-ORLAND	ORLANDO	FL	32804
EMPIRE OFFICE, INC-TAMPA	TAMPA	FL	33624
FLORIDA BUSINESS INTERIOR	LAKE MARY	FL	32746
FSI CONSOLIDATED INC	JACKSONVILLE	FL	32255-1630
FURNITURE SERVICES	ORLANDO	FL	32805
FURNITURE SOLUTIONS INC	LAKE WORTH	FL	33454-0891
GLOBAL COMMERCIAL	WELLINGTON	FL	33414
HOLMES & BRAKEL INTL. INC	TAMPA	FL	33619
HOLMES & BRAKEL INTL. INC	JACKSONVILLE	FL	32256
MODULAR OFC ENVIRONMENTS	OAKLAND PARK	FL	33311
OEC BUSINESS INTERIORS	GAINESVILLE	FL	32606
PERDUE, INC	JACKSONVILLE	FL	32202
PERERS ENTERPRISES INC	MELBOURNE	FL	32902-2048
PREMIERE COMMERCIAL	LAKELAND	FL	33813
STUDIO 71 OFFICE FURNISH	JACKSONVILLE	FL	32217
TOTAL OFFICE SOLUTIONS	JACKSONVILLE	FL	32207
YOUR OFFICE, INC	TAMARAC	FL	33319
5 STAR OFFICE FURNITURE	AVONDALE ESTATE	GA	30002
ADVANCED OFFICE SOLUTIONS	GAINESVILLE	GA	30501
ADVANTAGE OFFICE PRODUCT	VILLA RICA	GA	30180
CORPORATE ENVIRONMENTS	ATLANTA	GA	30329
CREATIVE SALES SOLUTIONS	PERRY	GA	31069
DETAILS, LLC	CUMMING	GA	30041
DISPATCH FURNITURE	TYRONE	GA	30290
DIVERSIFIED RES GRP INC	NORCROSS	GA	30071
DYVIC CORPORATION	NORCROSS	GA	30093
GF HEALTH PRODUCTS, INC	ATLANTA	GA	30360
HA OFFICE 515, INC	LITHONIA	GA	30058
IMPACT OFFICE INTERIORS	GRIFFIN	GA	30224
INTERIOR SPACE CONSULTANT	DACULA	GA	30019
J. CHASTAIN, INC.	BOGART	GA	30622
MCWATERS INC	AUGUSTA	GA	30909
MODERN BUSINESS SYSTEMS	AUGUSTA	GA	30901
NATIONAL BUSINESS FURN GA	ATLANTA	GA	30309
OFFICE CREATIONS	SUWANEE	GA	30024
RICHARD HUNTER INC	DOUGLASVILLE	GA	30135
RUSSELL CONTRACT	ATLANTA	GA	30336
STATE OFFICE FURNITURE	SNELLVILLE	GA	30039
VIP OFFICE FURN & SUPPLY	HINESVILLE	GA	31313
CANDACE CAMP	HONOLULU	HI	96825
FISHER HAWAII	HONOLULU	HI	96813

Dealer Listing

Dealer Name	Dealer City	Dealer State	Dealer Zip
LANGIT PACIFIC, LLC	HONOLULU	HI	96825
RYAN MICHAEL CORP	HONOLULU	HI	96817
SHAH INDUSTRIAL SALES INC	PANORA	IA	50216
OFFICE VALUE, INC.	MERIDIAN	ID	83642
ADM INTERNATIONAL, INC	CHICAGO	IL	60630-1314
ANDERSEN OFC INTERIOR INC	ADDISON	IL	60101
ASHENHURST PARTNER GROUP	PARK RIDGE	IL	60068
BRADFORD SYSTEMS CORP	BENSENVILLE	IL	60106
BUSINESS INTERIORS BY	LOMBARD	IL	60148
BUSINESS OFFICE INTERIORS	NAPERVILLE	IL	60563-9303
DESKS INC	CHICAGO	IL	60654
HENRICKSEN CO INC	ITASCA	IL	60143
JKM DESIGN, INC	LINCOLNWOOD	IL	60712
KDI DESIGN INC	GENEVA	IL	60134
KENTWOOD OFC FURN - CHI	ADDISON	IL	60101
LAN MARKETING LTD	CHICAGO	IL	60606
NATIONAL BUSINESS FURN IL	CHICAGO	IL	60654
OFFICE SPACE INC	OAK PARK	IL	60301
RESOURCE ONE	SPRINGFIELD	IL	62701
SITERLET DESIGN &	BETHALTO	IL	62010
THE HAUSER GROUP, LTD	ST. CHARLES	IL	60174
360 OFFICE OUTFITTERS INC	BROWNSBURG	IN	46112
ABM CO INC	FT WAYNE	IN	46802
BASSETT OFFICE FURNITURE	AUBURN	IN	46706
BETA GRAPHICS	INDIANAPOLIS	IN	46250
CORPORATE INTERIORS	CARMEL	IN	46033
DESIGN ASSOCIATES INC	SEYMOUR	IN	47274
FINELINE LAMINATES INC	INDIANAPOLIS	IN	46268
HOME DESIGNS WAREHOUSE	MERRILLVILLE	IN	46410
KENTWOOD OFC FURN - INDY	INDIANAPOLIS	IN	46256
KLAGE DESIGN ASSOC.	HUNTERTOWN	IN	46748
LAFAYETTE MATERIALS MGMT	LAFAYETTE	IN	47903-6187
OFFICEWORKS SERVICES LLC	FISHER	IN	46037-7940
BA DESIGNS LLC	TOPEKA	KS	66609
CONTRACT MERCHANDISING	LENEXA	KS	66215
IMPACT, LLC	MISSION	KS	66202
NATIONAL BUSINESS FURN KS	OVERLAND PARK	KS	66212
SCOTT RICE OFC INTERIORS	WICHITA	KS	67219
SOUTHWEST SOLUTIONS GROUP	LENEXA	KS	66214-1557
SPACES INC	LENEXA	KS	66215
THE VAN HOOZER GROUP	KANSAS CITY	KS	66109
CORPORATE CONCEPTS	LEXINGTON	KY	40509
KERR OFFICE GROUP INC	ELIZABETHTOWN	KY	42701
NEW HORIZONS INTERIORS	LOUISVILLE	KY	40213
ORI ACQUISITIONS, INC	LOUISVILLE	KY	40201-1689

Dealer Listing

Dealer Name	Dealer City	Dealer State	Dealer Zip
D & T WHOLESALE INC	ALEXANDRIA	LA	71303
GULF SOUTH BUSINESS	BATON ROUGE	LA	70816
INNOVATIVE INTELLIGENT	LAFAYETTE	LA	70501
BERKSHIRE BUSINESS EQUIP	PITTSFIELD	MA	1201
CHARLES R BROPHY OFC FURN	NORWOOD	MA	2062
CONTE OFFICE INTERIORS	GREENFIELD	MA	1301
CREATIVE OFFICE INTERIORS	BOSTON	MA	2210
LABORATORY INTERIORS	PEABODY	MA	01961-3478
OFFICE RESOURCES INC	BOSTON	MA	02210-1807
ROI, REFURBISHED OFFICE	FITCHBURG	MA	1420
RV LEONARD COMPANY	WEYMOUTH	MA	2189
SAWYER CONTRACT INTERIORS	NORTH READING	MA	1864
WB MASON CO	BROCKTON	MA	2403
WORKFLOW INTERIORS	WALTHAM	MA	2451
AMERICAN DESIGN ASSOCIATE	TOWSON	MD	21204
ARBEE ASSOCIATES MD	GAITHERSBURG	MD	20878
BEYOND OFFICE FURNITURE	TAKOMA PARK	MD	20912
BUSINESS INTERIORS BY	HANOVER	MD	21076
CORPORATE ENVIRONMENT SOL	FOREST HILL	MD	21050
D & A ASSOCIATES INC	ROCKVILLE	MD	20853-1709
EDWARDS & HILL COMM, LLC	ANNAPOLIS JNCTN	MD	20701
ENTERPRISE FRN CONSULTAN	BALTIMORE	MD	21224
EXECUTIVE FURN OF WA DC	SILVER SPRING	MD	20914
FACILITIES DESIGN	MONTGOMERY VLG	MD	20886-1310
FULCRUM INTERNATIONAL	LANDOVER	MD	20785
GLOVER FURNITURE & DESIGN	TOWSON	MD	21204
GSN OFFICE FURNITURE	PRINCE FREDERIC	MD	20678
IMPACT OFFICE PRODUCTS	BELTSVILLE	MD	20705
INNOVATIVE BUSINESS INTER	SILVER SPRINGS	MD	20910
INTERIOR CONNECTIONS	ELDERSBERG	MD	21784
NATIONAL BUS FURNITURE MD	SILVER SPRINGS	MD	20904
OFFICE FURN CONNECTION	MILLERSVILLE	MD	21108
PBI INC	ANNAPOLIS	MD	21401
RUDOLPH'S OFFICE	BALTIMORE	MD	21236
SPACESAVER SYSTEMS, INC	KENSINGTON	MD	20895
WASHINGTON OFFICE	ROCKVILLE	MD	20852
WURK SPACE SOLUTIONS GRP	BALTIMORE	MD	21224
YOSCAK ASSOCIATES LLC	LAYTONSVILLE	MD	20882
BALCO INTERIORS	NOVI	MI	48374
CORPORATE OFFICE INTERIOR	DEWITT	MI	48820
CREATIVE OFFICE INTERIORS	ST CLAIR SHORES	MI	48081
CUSTER OFFICE ENVIRONMENT	GRAND RAPIDS	MI	49503
CUSTOM OFFICE SYSTEMS	IONIA	MI	48846
DA CONTRACTING LLC	SOUTHFIELD	MI	48076
FACILITY MATRIX GROUP	PONTIAC	MI	48341

Dealer Listing

Dealer Name	Dealer City	Dealer State	Dealer Zip
GARDINER C VOSE	BLOOMFIELD HILL	MI	48302
GLOBAL CUSTOMER SOLUTIONS	ZEELAND	MI	49464-0302
GLOBAL OFFICE SOLUTIONS	NOVI	MI	48375
GREAT LAKES FURNITURE	HOLLAND	MI	49424
HEALTH BY DESIGN	ROCHESTER	MI	48309
INTEGRITY BUSINESS SOL	GRAND RAPIDS	MI	49512
INTERIOR IMAGE INC	FARMINGTON HILL	MI	48331
INTRAMODE LLC	DETROIT	MI	48226
KENTWOOD OFC FURN - DET	LIVONIA	MI	48150
KENTWOOD OFC FURN - GR	GRAND RAPIDS	MI	49512
KENTWOOD OFC FURN - JKN	JACKSON	MI	49202
LIBRARY DESIGN ASSOCIATES	PLYMOUTH	MI	48170-2213
MODA 360, LLC	FARMINGTON HILL	MI	48331
MODERN INTERIORS INC	COOPERSVILLE	MI	49404
NATIONAL OFFICE	SAULT ST MARIE	MI	49783
OFFICE DESIGN & FURNISHNG	YPSILANTI	MI	48197
OFFICE EXPRESS U.P. INC.	HOUGHTON	MI	49931
OFFICE EXPRESS, INC	TROY	MI	48083
OFFICE FURN SOLUTIONS INC	COMMERCE TWP	MI	48390
OFFICE ONE, LLC	PORTAGE	MI	49002
OFFICE SOLUTIONS INC	KALAMAZOO	MI	49001
OLOE TRAINING ACCT - USA	HOLLAND	MI	49422
SOLUTION PLANNING AND	MIDLAND	MI	48642
TAYLOR OFFICE FURNITURE	FRUITPORT	MI	49415
WEST MICHIGAN OFC INT	HOLLAND	MI	49423
WOLVERINE OFFICE INTERIOR	ANN ARBOR	MI	48108
WORKSQUARED	KENTWOOD	MI	49512
1 SOURCE HOLDINGS LLC	CHASKA	MN	55318
BECKLEY'S INC	ROCHESTER	MN	55904
CUBICLES PLUS LLC	WOODBURY	MN	55125
HENRICKSEN	MINNEAPOLIS	MN	55415
INNOVATIVE OFFICE	BURNSVILLE	MN	55337
MICHAEL F HARRIS	SPRING LAKE PK	MN	55432
THE DEMO GROUP LLC	EAGAN	MN	55122
AFFORDABLE OFC INTERIORS	ST LOUIS	MO	63103
BENCHMARK OFFICE SOLUTION	JEFFERSON CITY	MO	65109
BRADFORD SYSTEMS GROUP	FENTON	MO	63026
BUSINESS INTERIORS BY	KANSAS CITY	MO	64120-2104
EVANS FACILITY CONSULTANT	WEBSTER GROVES	MO	63119
SMART BUSINESS INTERIORS	COLUMBIA	MO	65202
WORKING SPACES, INC	ST LOUIS	MO	63146
MAinspace OFFICE	HATTIESBURG	MS	39402
FURNITURE NETWORK, INC.	CHARLOTTE	NC	28277-8851
GAIA VENTURES, LLC	CHARLOTTE	NC	28203
HICAPS, INC	GREENSBORO	NC	27409

Dealer Listing

Dealer Name	Dealer City	Dealer State	Dealer Zip
LEARNING ENVIRONMENTS INC	LIBERTY	NC	27298-1127
M INC	FAYETTEVILLE	NC	28302
OFFICE ENVIRONMENTS, INC	CHARLOTTE	NC	28241
OFFICE SALES INC	FAYETTEVILLE	NC	28301
SIMMONS OFFICE INTERIORS	GREENSBORO	NC	27404
TRIANGLE OFFICE EQUIPMENT	CHAPEL HILL	NC	27515
WARCO CONSTRUCTION, INC.	CHARLOTTE	NC	28217
WEST JEFFERSON OFFICE EQ	BOONE	NC	28607
EAKES INC	GRAND ISLAND	NE	68802-2098
PHOENIX CONSTRUCTION GRP	PAPILLION	NE	68046
ARBEE ASSOCIATES NJ	PISCATAWAY	NJ	8854
ARD FACILITIES MNGT GRP	RARITAN	NJ	8869
ARENSON OFC FURNISHINGS	WOODBIDGE	NJ	7095
BUSINESS ENVIRONMENTS	PARSIPPANY	NJ	7054
BUTLER OFFICE INTERIORS	TOMS RIVER	NJ	8755
COMMERCIAL INTERIORS	RIVERDALE	NJ	7457
CONTEMPORARY WALL SYS	EAST HANOVER	NJ	7936
CREATIVE LIBRARY CONCEPTS	LIVINGSTON	NJ	7039
DIVERSIFIED OFFICE	PARLIN	NJ	08859-1606
INTERIOR SPACES INC	CINNAMINSON	NJ	8077
INTERIORS UNLIMITED	CHESTER	NJ	7930
JERRY GRONSKA & ASSOC	BASKING RIDGE	NJ	7920
JOHNSON BUSINESS PRODUCTS	MIDLAND PARK	NJ	7432
OFFICE PROJECT SOLUTIONS	CINNAMINSON	NJ	8077
R & L OFFICE FURNITURE	RIDGEFIELD PARK	NJ	7600
SOURCE ONE FURNITURE LLC	CHERRY HILL	NJ	8003
SPECIALIZED STORAGE	FAIRFIELD	NJ	7004
THE EAGLE GROUP NJ	SPRINGFIELD	NJ	7081
THE WOREK COMPANY INC	TRENTON	NJ	8611
TRI-R INCORPORATED	HAINESPORT	NJ	8036
YBA BUSINESS INTERIORS	NEWTON	NJ	7860
BUSINESS ENVIRONMENTS	ALBUQUERQUE	NM	87113-1934
ROCKY MOUNTAIN OFFICE	ALBUQUERQUE	NM	87191-4350
WORKSPACE DYNAMICS, INC	ALBUQUERQUE	NM	87110
MADDEN ENTERPRISES LLC	HENDERSON	NV	89074
THE PRODUCERS LLC	LAS VEGAS	NV	89113
AAA OFFICE WORLD	BROOKLYN	NY	11205
AFD CONTRACT FURNITURE	NEW YORK	NY	10019
B.I.L. OFFICE FURN INC	MIDDLEVILLAGE	NY	11379
COOLEY GROUP INC	ROCHESTER	NY	14625
DAUBMAN OFC ENVIRONMENTS	POUGHKEEPSIE	NY	12603
DG ALBANY BUSINESS SVC	ALBANY	NY	12205
FURNISHINGS SOLUTIONS INC	NEW YORK	NY	10038
HENRICKSEN	NEW YORK	NY	10018
JFD SALES CONSULTING SER	LONG ISL. CITY	NY	11101

Dealer Listing

Dealer Name	Dealer City	Dealer State	Dealer Zip
K & R DESIGN ENTERPRISES	EAST SETAUKET	NY	11733
LANE OFFICE FURNITURE INC	NEW YORK	NY	10016
LANGIT & ASSOCIATES INC	MIDDLETOWN	NY	10941-1504
LEWIS ALAN OFC FURN	NEW YORK	NY	10001
NATIONAL BUSINESS FURN NY	NEW YORK	NY	10121
NI SYSTEMS INC	BRONXVILLE	NY	10708
RENOTECH INTERIORS	TAPPAN	NY	10983
SUSTAINABLE OFC SOLUTIONS	LIVERPOOL	NY	13088
THE TELCAR GROUP	HOLBROOK	NY	11741
COMMERCIAL WORKS, INC	COLUMBUS	OH	43228
CONTRACT SOURCE INC	BROADVIEW HGTS	OH	44147
CORPORATE INTERIOR	COLUMBUS	OH	43212
DEI INCORPORATED	CINCINNATI	OH	45240
DJ BRADLEY COMPANY, INC	COLUMBUS	OH	43229
DNI VENTURES, INC	DAYTON	OH	45439
FRAMECO INC	CLEVELAND	OH	44135
JOSEPH SYLVESTER	YOUNGSTOWN	OH	44512
KAVANAUGH'S INC	SPRINGFIELD	OH	45503
LIBRARY DESIGN ASSOC INC	POWELL	OH	43065
LOTH INC	CINCINNATI	OH	45241
LOTH, INC	COLUMBUS	OH	43215
MYOFFICEDSIGN.COM, LLC	SIDNEY	OH	45365
OFFICE ONE FURNITURE &	VALLEY VIEW	OH	44125
OHIO DESK	CLEVELAND	OH	44115-1292
UNISPACE OF OHIO, LLC	GAHANNA	OH	43230
HOLMES/RIDDELL OFFICE	OKLAHOMA CITY	OK	73112
INTERIOR LOGISTICS	TULSA	OK	74105
D & B COMPANY INC	PORTLAND	OR	97206
NW OFFICE INTERIORS, LLC	MILWAUKIE	OR	97222
OM WORKSPACE	PORTLAND	OR	97210
ADVANCED OFFICE ENVIRON	MALVERN	PA	19355
AMP BUS INTERIORS INC	YARDLEY	PA	19067
BENJAMIN ROBERTS, LTD	LANCASTER	PA	17603
CREATIVE BUSINESS INT	WILKES-BARRE	PA	18706
DESIGNPOINT, INC	BETHLEHEM	PA	18017
EGRONLUND INC	NORTH WALES	PA	19454
FORMCRAFT INTERIORS INC	FOLCROFT	PA	19032
HUNSBERGER OFFICE SUPPLY	WILLIAMSPORT	PA	17701
INTEGRATED ENVIRONMENTS	DOWNINGTOWN	PA	19335
INTERIOR WORKPLACE	ALLENTOWN	PA	18106
MCM CONSULTANTS	NEWTOWN SQUARE	PA	19073
OFFICE DEPOT PTSBRGH 1266	MOON TOWNSHIP	PA	15108
SIMON FOX AND COMPANY	PLYMOUTH MEETIN	PA	19462
SYSTEMS PLUS OFFICE	STEELTON	PA	17113
TARGET OFFICE PRODUCTS	PITTSBURGH	PA	15205

Dealer Listing

Dealer Name	Dealer City	Dealer State	Dealer Zip
WESTMORELAND TELEPHONE CO	GREENSBURG	PA	15601
XOTIVE FACILITY	DREXEL HILL	PA	19026
D'REAL OFFICE & DESIGN CO	GUAYNABO	PR	00969-5375
FE-RI CONSTRUCTION, INC	SAN JUAN	PR	00936-3136
NATIONAL BUSINESS FURN RI	COVENTRY	RI	2816
BEEHIVE, LLC	CHARLESTON	SC	29422
CLARKS INC	MARION	SC	29571
CORPORATE CONCEPTS, INC.	COLUMBIA	SC	29201
YOUNG OFFICE ENVIRONMENTS	GREENVILLE	SC	29607
OFFICE PEEPS INC.	WATERTOWN	SD	57201-0907
BUSINESS INTERIORS BY	MEMPHIS	TN	38118
BUSINESS INTERIORS INC	KNOXVILLE	TN	37922
CAROLYN E RUNDHAUG	MEMPHIS	TN	38112
ANTARES FURNITURE GROUP	COMO	TX	75431
B & H TOTAL OFC SOLUTIONS	SOUTHLAKE	TX	76092
BUSINESS INTERIORS BY	IRVING	TX	75063
CAPITAL FURNITURE SOURCE	HOUSTON	TX	77041
CONTRACT FURNITURE SRVCS	CEDAR PARK	TX	78613
CORPORATE INTERIORS INC	FRISCO	TX	75034-0709
CREATIVE FURNISHING	HOUSTON	TX	77043
DALLAS MIDWEST LLC	DALLAS	TX	75244
EDSON NEIL INCORPORATED	FLOWER MOUND	TX	75027
EXCEPTIONAL INT DESIGN	MCALLEN	TX	78504
FACILITECH INC.	IRVING	TX	75061
FACILITIES RESOURCE INC	AUSTIN	TX	78759
GOMEZ FLOOR COVERING	SAN ANTONIO	TX	78219
INTERIORS IN MOTION	DALLAS	TX	75230
LE DREC INC	ARLINGTON	TX	76012
MARY SPENCER COMPANY	DALLAS	TX	75201
MERILYN CRONAN	HOUSTON	TX	77057
MICHAEL A CHARTER	EL PASO	TX	79912
MOBO ENTERPRISES, INC	MC ALLEN	TX	78503
NATIONAL BUSINESS FURN TX	DALLAS	TX	75244
NELSON INTERIORS, LLC	SAN ANTONIO	TX	78238
OFFICE DEPOT FT WRTH 1177	FORT WORTH	TX	76155
OFFICE DEPOT HOUSTON 1127	HOUSTON	TX	77040
OFFICE FURNITURE SOURCE	FARMERS BRANCH	TX	75244
SOUTHWEST SOLUTIONS GROUP	SAN ANTONIO	TX	78249
SOUTHWEST SOLUTIONS GROUP	ADDISON	TX	75001
SOUTHWEST SOLUTIONS GROUP	ROUND ROCK	TX	78681
SOUTHWEST SOLUTIONS GROUP	HOUSTON	TX	77041
THE CAPROCK GROUP, LLC	SAN ANTONIO	TX	78238-4536
THE OFC GROUP INC	PLANO	TX	75025
VANGUARD ENVIRONMENTS INC	HOUSTON	TX	77024
WILSON OFFICE INTERIORS	DALLAS	TX	75207

Dealer Listing

Dealer Name	Dealer City	Dealer State	Dealer Zip
WRG LLC	CARROLLTON	TX	75007
CHASE ASSOCIATES, LLC	SALT LAKE CITY	UT	84111
NATIONAL DESIGN & TRADE	SALT LAKE CITY	UT	84101
OFFICE FURNITURE SOL, LLC	SALT LAKE CITY	UT	84104
THE OFFICE PRODUCTS	SALT LAKE CITY	UT	84119
ALPHA CORP DESIGNS INC	VIRGINIA BEACH	VA	23464
ATRIUM FACILITIES &	VIENNA	VA	22182
BALL OFFICE PRODUCTS LLC	RICHMOND	VA	23230
HAMPTON STATIONERY	HAMPTON	VA	23669
HILDRETH ENTERPRISES LLC	RESTON	VA	20191
MODERN ENVIRONMENTS	VIRGINIA BEACH	VA	23452
OFFICE ASSEMBLERS INC	HAYMARKET	VA	20169
OFFICE ENVIRONMENTS INTL	ARLINGTON	VA	22206
SCS INTEGRATED SUPPORT	MANASSAS	VA	20109
SYSTEMS FURNITURE GALLERY	CHANTILLY	VA	20151
DR CONSULTANTS, LLC	DUMMERSTON	VT	5301
OFFICE ENVIRONMENTS INC	WILLISTON	VT	5495
BUSINESS INTERIORS NW	TACOMA	WA	98402
CONTRACT RESOURCE GROUP	SPOKANE	WA	99202-2125
FOI COMMERCIAL INTERIORS	SEATTLE	WA	98161
GREAT JOURNEY WEST LLC	SPOKANE	WA	99201
INTEGRITY INTERIOR	KENT	WA	98032
MBI SYSTEMS INC	SEATTLE	WA	98124-6286
NATIONAL BUSINESS FURN WA	AUBURN	WA	98092-9499
NORTH SOUND INDUSTRIES	WOODINVILLE	WA	98072
UNISPACE SEATTLE, LLC	SEATTLE	WA	98199
BUILDING SERVICE, INC	WAUKESHA	WI	53186
COAKLEY BROTHERS CO.	MILWAUKEE	WI	53204
CREATIVE BUS INTERIORS	MILWAUKEE	WI	53214
HENRICKSEN	BROOKFIELD	WI	53045
INDEPENDENT MARKETING	MEQUON	WI	53092
INDUSTRIES FOR THE BLIND	WEST ALLIS	WI	53214
JACKLIN FURNITURE	APPLETON	WI	54914
JONAS OFFICE PRODUCTS LTD	FORT ATKINSON	WI	53538
NATIONAL BUSINESS FURN WI	MILWAUKEE	WI	53203
NORTHLAKE PARTNERS, INC	MIDDLETON	WI	53562
OFFICE ENTERPRISES, INC	WESTON	WI	54476
SCHROEDER SOLUTIONS	NEW BERLIN	WI	53151
SYSTEMS FURNITURE INC	DEPERE	WI	54115
VER HALEN INC	GREEN BAY	WI	54304
CAPITOL BUSINESS INTERIOR	CHARLESTON	WV	25302-5300



Tab 6

- References (Appendix F)

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

City of Glendale, CA
Margaret Pett
Altadena, CA
626-818-2312
Furnish and Install Systems Furniture
On-going since: 2009
Volume to date: \$75,000

Rowan University, Glassboro, NJ
Jennifer Brock
Philadelphia, PA
856-235-7450
Furnish and Install Systems Furniture
On-going since 2008
Volume in excess of \$500,000

Drexel University, Philadelphia, PA
John DeCrezenso
Drexel Hill, PA
484-841-6171
Furnish and Install Systems Furniture
On-going since 2013
Volume to date \$895,000

Northern Michigan University, Marquette, MI
Ron Chrisman
Holland, MI 49424
616-296-1201
Furnish and Install Systems Furniture and Seating
On-going since 2013
Volume to date \$207,000

Georgia Perimeter College, Atlanta, GA
Leslee Shaw
Norcross, GA 30071
678-282-0760
Furnish and Install Systems Furniture
On-going since 2010
Volume to date: \$1,500,000

Ocean County Government, Ocean City, NJ

Tom Butler

Toms River, NJ 08755

732-349-2060

Furnish and Install Systems Furniture and Seating for various Ocean County Government Agencies

On-going since 2010

Volume to date: In excess of \$350,000

University of Minnesota, Minneapolis, MN

Pam Sebesta

Burnsville, MN 55337

952-808-9900

Furnish and install systems furniture and seating for various departments within the University

On-going since 2007

Volume to date: In excess of \$750,000

City of Chapel Hill, Chapel Hill, NC

Trey Jones

Chapel Hill, NC 27515

919-929-4203

Furnish and Install Systems furniture

On-going since 2014

Volume to date: \$50,000

Grand Ledge Public Schools, Grand Ledge, MI

Ron Chrisman

Holland, MI 49424

616-296-1201

Furnish and Install Systems Furniture

On-going since 2012

Volume to date: \$100,000

Muskegon County Court, Muskegon, MI

Mark Taylor

Fruitport, MI 49415

231-557-2540

Furnish and Install Systems Furniture

On-going since 2013

Volume to date: \$120,000



Tab 8

- Value Add (Appendix G)

Appendix G:

VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies.

On Time or On Trendway (See Response 9, Appendix F)

Design Services (See Response 5, Appendix F)

We are Trendway >



Proven Performer

Trendway has been in the business of creating beautiful spaces for over 45 years. We serve a wide variety of customers, including contract, small business, international, federal and state government. Trendway offices and high-capacity manufacturing facility are located in Holland, Michigan, USA. Building and shipping from one location helps us maintain our unmatched service record.

- Established in 1968
- Modern, 500,000-square-foot plant
- GSA contract holder since 1980s
- Lean manufacturing team
- Outstanding custom products capability
- Nationwide dealer/installer network



Veteran-Owned Small Business



Responsive and Reliable

Odds are great that when you call Trendway, a friendly person will answer your call to assist you — not a machine. This personalized style of service extends through the whole specifying and ordering process, from design to installation. And even though we have one of the fastest average lead times in the industry, we can also claim the industry's best performance. Our promise performance stands: Your furniture is on time or it's on Trendway.

- Customer calls answered personally 99.5%
- On-time, complete shipments 99.9%
- Average lead times under 10 days
- 3-day Express Program
- Design and project assistance
- Skilled Technical Support team
- "On Time or On Trendway" promise



Dedicated and Caring

Our workforce is passionate about performance. Employees are 25% owners in the company, and they act like it. And Trendway employees are equally committed to serving our community with a tradition of heartfelt response to those less fortunate. From Angel Tree to the American Cancer Society, Adopt a Highway crew to our annual Cruise In Benefit, you'll see Trendway truly cares for the community and it's a big part of who we are. Plus our ongoing commitment to environmental stewardship shows, with an ever-growing list of third-party certifications.

- Average tenure of employee: 18 years of service
- 25% Employee owned/75% Veteran owned
- Annual American Cancer Society campaign, Cruise-In Benefit fundraiser and Angel Tree project for Ottawa County foster children
- Perennial Adopt-a Highway participant
- Products tested for conformance to SCS Indoor Advantage™ requirements
- BIFMA level® 1 certification for TrendWall
- Zero Waste to Landfill Facility



We Help You Create the Spaces You Need!



Open Plan Offices
You'll appreciate all the options for your team spaces.



Architectural Products
Bring your space to life with amazing speed, ease, and practicality with our movable walls.



Waiting Areas
Public spaces and waiting rooms can be designed with many colors and options to suit your needs.



Seating
Trendway has seating to respond to your needs and preferences.



Conference Rooms
From formal to casual and all places in between, it's easy to design your collaborative space.



Training Rooms
Gather. Teach. Learn. Share. Create the perfect spaces for training.



Creative + Collaborative Spaces
There are many creative options for your meeting places.



Private Offices
Let your personal preferences drive your private spaces. It's easy with Trendway furniture.

Visit Trendway.com to learn more.

Trendway Products are tested for conformance to SCS Indoor Advantage™ or Indoor Advantage Gold™ requirements.
9.2014

> Facts That Matter

- 1968** Company was founded
- Over 45** Years of proven performance with furniture and movable walls
- 99.95%** On time and complete shipments
- <10 days** Average lead time
- 3 day** Express shipping available
- 99.9%** Phone calls answered by a person, not a machine
- ISO 9001-2008** Certified
- ANSI/BIFMA** The standard we test products to
- On Time Or on Trendway** Our Promise.
- Veteran-Owned (75%) Employee-Owned (25%)**
- Quality** Backed by our comprehensive warranty
- Personal** Service from design through installation
- Design** Support and specification
- Skilled** Technical support
- Zero Waste** to landfill facility



Sustainability



BIFMA level¹ Certified

Most Trendway products have received BIFMA level 1 certification. Visit the **level**[®] website at www.levelcertified.org for the current listing.



SCS Indoor Advantage[®] Certification

Trendway products are tested and certified for conformance to SCS Indoor Advantage[®] Gold indoor air quality standards. Visit www.trendway.com/scs to view SCS Indoor Advantage certificates for specific Trendway products.



LEED Credits

Trendway products can help clients earn LEED credits, which contribute to LEED certification. Visit www.trendway.com for details.



Zero Waste to Landfill

In 2013 we met the goal of achieving and continue to maintain Zero Waste to Landfill from our Corporate Office and Production facility.



Caring for Community

Trendway employees are committed to serving our community with a tradition of heartfelt response to those less fortunate. From Angel Tree to the American Cancer Society, Adopt a Highway crew to our annual Cruise-In Benefit, you'll see Trendway truly cares for our community and it's a big part of who we are.

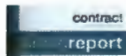
Recent Recognition



OFDA - Voted Top Systems Manufacturer 2014



U.S. Veterans Magazine - Recognized as a 2014 Top Veteran-Owned Company



2014 Contract Brand Report - Identified as a Top Systems Manufacturer



2014 Interiors & Sources Readers' Choice: Best Products - Honorable Mention: Capture System

3 - Day Express Program >

**Smart, great-looking furniture at your office next week.
Any questions?**

Get a jump-start on your project with the Trendway Express quick-ship program. With average shipping in 3 days, Trendway's Express program is the fastest in the industry. We include our most frequently requested products, options, and finishes – a broad selection of systems, seating, freestanding, filing and storage products designed to address the most commonly encountered work situations in today's office. And there's no extra charge. Compare that to what others offer!



- **Systems Furniture**

Choices*, a versatile 2" panel-based system with an efficient, straightforward aesthetic.
Contrada*, a high-capacity 3¼" frame and tile system with a sophisticated, architectural aesthetic.

- **Modular Casegoods**

Intrinsic* Freestanding brings an affordable, well-dressed aesthetic to the entire office environment – lobby to executive suite, conferencing to private office.

- **Lean, high-capacity storage solutions**

Pack™ and Choices filing and storage products provide comprehensive solutions for your storage needs. They offer storage towers, lateral files, cabinets, bookcases and pedestals available in a range of popular sizes and finishes.

- **Seating: Smart, adaptable, ergonomic affordable**

Rest easy with intelligently engineered ergonomic seating from Executive, Task, Conference, Guest, Training and Café areas. Select arm styles, ergonomic adjustments, finishes and fabrics.

- **Finishes and Fabrics**

Specify any Express product in a variety of popular fabrics, finishes and laminates.

Order it, get it, and go to work. How easy is that? You can take furniture off your "worry list".

* Average leadtime

Community Service >

Most corporations participate in a community fund charity, and that's wonderful. But at Trendway, just like our customer service, our community outreach is personal. Human beings helping one another.

*We participate in roll-up-your-sleeves community projects like the local **Adopt a Highway program**. And it's in the DNA of the people here to reach out to the less fortunate, 365 days a year.*

*In addition to responding to unexpected needs in our community, Trendway and our employees mount two annual charity drives: **Angel Tree** and **Cruise-In Benefit**.*



Angel Tree

Since 2000, Trendway Corporation employees pulled together to make Christmas a happy one for local children in foster care.

The county FIA (Family Independence Agency) provides first names and ages of those children in foster care without anyone to provide for them at Christmas, along with a list of their wished-for gifts. This year, employees participated in fund-raising events including raffles, a bake sale, a chili cook-off, jeans days for the office and more. In the end, hundreds of hand-wrapped gifts of love were delivered to the FIA for distribution to forty-seven children before Christmas this year.

In keeping with our strong tradition of community support, Trendway is the only organization that supports foster children in Ottawa County in this way. The Angel Tree Benefit has become a favorite holiday tradition among the employees.

Cruise-In Benefit

Since 2001, Trendway will host the popular Cruise-In Benefit at the Trendway facility. Once again the event is being held to benefit a family in the community struggling under the burden of significant costs due to a medical crisis.

The Cruise-In is a major event for car enthusiasts, with a gathering of street rods, customs, motorcycles, trucks, new and restored vehicles of all kinds. Admission to view the vehicles is free, and parking is provided. Visitors can also enjoy food, entertainment, raffles, activities for the kids, a DJ, and more. Anyone with a vehicle to show is welcome to participate, with a \$5 donation at the gate. If you can drive it, bring it! Dash Plaques are given to the first 50 cars in attendance.

To date nearly \$255,000 has been raised to assist families in the greater West Michigan area. Staged by Trendway employees and other volunteers, the benefit is co-sponsored by Thrivent Financial, along with extensive support from individual and corporate sponsors who provide funds as well as goods, services, gift certificates, etc. for the raffle.



American Made Products >

Trendway Corporation is an American company with headquarters and high-capacity manufacturing facility in Holland, Michigan. We have been in the business of creating beautiful spaces for over 45 years. We serve a wide variety of customers, including contract, small business, international, federal and state government.

All Trendway products and services on Trendway's GSA Schedule are in compliance with the Buy American Act. Furthermore, all products on Trendway's GSA Schedule are manufactured and shipped from our modern, 500,000-square-foot plant in Holland, Michigan, USA and are in compliance with the Trade Agreements Act (TAA).



The Trendway Team

Made in USA High Capacity manufacturing facility located in Holland, Michigan.

Over 45 years of proven performance

GSA Contract Holder Since the 1980s

On Time Or On Trendway. Our Promise.

99.95% On time and complete shipments

Business Size Veteran Owned Small Business

Veteran Owned (75%)

Employee Owned (25%)

<10 Days Average lead time

3-Day Express program

99.9% Phone calls answered by a person, not a machine

Personal Service from design through installation

Design Support and specification

Skilled Technical support

ISO 9001-2008 Certified

ANSI/BIFMA The standard we test products to

SCS Indoor Advantage Certification

BIFMA level Certified Certified for TrendWall®, Choices® Systems, Contrada® Systems, Intrinsic® Freestanding, Trig® Desking, and Pack™ Desking and Filing + Storage.

ANSI/BIFMA The standard we test products to

Quality Backed by comprehensive warranty

LEED Credits Trendway products can help clients earn LEED credits, which contribute to LEED certification.

Zero Waste to Landfill Facility In 2013, Trendway met the company goal for zero waste to landfill – from 328 tons to zero in two years flat.

[Click here](#) to see our Representation (Reps) and Certifications (Certs).

Trendway Named Top Veteran Owned Business >

U.S. Veterans Magazine 2014



- *U.S. Veterans Magazine (USVM)* polled hundreds of Fortune 1000 companies for this year's Best of the Best evaluations.
- The annual review is a non-biased evaluation of the nation's employers, initiatives, government agencies and educational institutions.
- Trendway was named as one of the country's top Veteran Owned Businesses in the August 2014 Issue.

Veteran Don Heeringa, Chairman of Trendway Corporation – Service Biography

Trendway Chairman of the Board, Don Heeringa was drafted into the United States Army following his college graduation in 1969 at the height of the Vietnam War. He completed basic training at Fort Knox in Kentucky and transportation school at Fort Ustis in Virginia. After the completion of transportation school, Don was one of only 4 in his class of 50 to be stationed just outside of Frankfurt, Germany at Rhine Maine Airforce Base. There Don served as a Specialist 4th Class and worked with C5A cargo planes in cargo transport and organization. Shortly after his completion of duty, Don returned to his West Michigan roots to lead Trendway, when his family purchased Trendway Corporation.

Recognition and Awards >



2014 Top Workstations/Systems Manufacturer

- *Office Furniture Dealers Alliance (OFDA)* polled hundreds of North American Dealers for their Manufacturers of the Year Survey.
- A record 1,800 votes were cast in this year's Dealers' Choice Survey.
- The award is based on an anonymous dealer poll that measures six functional areas of manufacturer performance.
- We are honored to have won the vote for #1 Workstations/Systems Manufacturer.
- [Click here](#) to read the full article.



Top Veteran-Owned Business – 2014

- *U.S. Veterans Magazine (USVM)* polled hundreds of Fortune 1000 companies for this year's Best of the Best evaluations.
- The annual review is a non-biased evaluation of the nation's employers, initiatives, government agencies and educational institutions.
- Trendway was named as one of the country's top Veteran Owned Businesses in the August 2014 Issue.
- [Click here](#) to read the full article.



Readers' Choice Best Products Honorable Mention: Capture™ System

- *Interiors & Sources* polled their readers to find out which products and furnishings were their favorites in 2014.
- Our new Capture System received Honorable Mention.
- Full article will be published in the December 2014 issue.



Top Systems Manufacturer

- *Contract Magazine Brand Report* conducted an unaided survey which resulted in Trendway being recognized as a top manufacturer for Systems products.
- Full article will be featured in the December 2014 issue.

The Trendway Non-obsolescence Policy

Trendway Corporation is committed to providing products that integrate seamlessly with both previous and future product models, as well as across product lines. Under the Trendway non-obsolescence policy, we will make a good faith effort to ensure purchases of products made today, or their functional equivalents, will be available indefinitely as a part of our commitment to you.

The Trendway Surface Material Program includes a broad selection of fabric, laminate and trim finish options. It is our policy to maintain a selection of timeless options, as well as an evolving *Surface Trends* collection. While it is necessary for Trendway to update our fabrics and finishes offering periodically due to changing customer preferences and availability of supply, we work to ensure a selection of core, timeless options or coordinating substitutes remain available for customers year after year.

Design Your Space >



Trendway

Thoughtful Partners.

SYSTEMS	3-4
FREESTANDING DESKS	5-6
FILING + STORAGE	7-8
TABLES	7-8
FEEK	9-10
MOBILE WALLS	11-12



There's A System Here For You.

Capture™

With a clean and refined design, the new Capture System embodies ease and performance for today's work environments. Easy to design, install, reconfigure, and own, Capture accommodates the real needs of users today.



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From Formal, Private Spaces to Fun Open Places, We Bring Options.

Intrinsic® Freestanding Desks

It's easy to create a beautiful, welcoming workspace with Intrinsic Freestanding furniture. With many options for personalization and a budget-pleasing price, Intrinsic sets a well-dressed tone for private offices.



Trig® Desk

With crisp, clean
touch of residential
comprehensive co
Trig's unique desi



Put Our Tables To The Test.

We've got tables just for you. Whether you seek training, folding, nesting, collaborative, conference, or sit-to-stand, you'll find one here. Rest assured Trendway has a table to suit your workspace and work style. With a range of sizes, shapes and surface materials, Trendway brings options to the table.



File, Store, and More.



Meet Feek.

Feek brings fun and personality to space through coated foam. With a broad range of colors and over 40 standard sizes and shapes, you'll love how Feek appeals to users while delivering incredible function and flexibility to space. Plus, you can even customize Feek for uniquely branded spaces.



New!
Water-based
Top Coat

Architectural Products.

Architectural Product Integration For Over 45 Years.

Looking for a way to create truly flexible environments? Volo Walls, TrendWall, TrendWall Clear and TrendWall Flooring Solution all bring options for a beautiful and modular interior.

TrendWall® Clear

TrendWall Clear is a sleek solution that blends high-functionality. The system beautifully, with aluminum inspired doors and 1/2" te storefronts, its exceptional modular power and data,



TrendWall®.

TrendWall Movable Wall c approach to space divisio practically eliminates con: system can be rapidly rec and with very little impac: accommodates power an

TrendWall® Floor

Create Flexible Spaces With Architectural Products.

Volo™ Wall.

Our new Volo Movable selection of materials and design-options for design set Volo apart.



Rest Easy With Our Seating.

Whether your time is spent focused in meetings, concentrated tasking at your desk, or casually collaborating in a café, Trendway has seating to suit your needs and preferences. Choose from task, executive, guest, stools and multi-purpose seating in a full range of sizes and models — then express yourself with our wide selection of textile options.



About Us.

A team with



On Time or
On Trendway

- 45+ Years** Proven performance
- 99.95%** On time and complete shipments
- On Time** Or on Trendway. Our Promise.
- <10 days** Average lead time
- 99.9%** Phone calls answered by a person, not a machine
- Veteran** Owned (75%) **Employee** Owned (25%)
- Quality** Backed by comprehensive warranty
- Personal** Service from design thru installation
- Design** Support and specification
- Skilled** Technical support
- ISO 9001-2000** Certified
- ANSI/BIFMA** The standard we test products to





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FINISHES FEATURED:

Cover

Capture blended with Feek® elements. Trim: Platinum | Laminate: Designer White and Cannella Rustik | Tiles: Camira Blazer Lite, Smooth (COM), Luna Quad, Fluorite (COM) | Glazing: Clear | Pull: Mod2 | T51 Seating: Black Leather/Polished Aluminum

Page 3

Capture blended with Feek® elements. Trim: Platinum | Laminate: Designer White and Cannella Rustik | Tiles: Luna Quad, Fluorite (COM), Luna Trapeze, Mecanique (COM) | Glazing: Clear | Pull: Mod2 | T51 Seating: Black Leather/Polished Aluminum | Feek Fundamentals Q-Bees in Custom Color (Sangria)

Page 4

Choices shown with Code seating, Trig storage. Trim: Designer White, Platinum | Laminate: Brazilwood, Designer White | Panels: Pact Calla | Tackboard: Anchorage Green Apple | Screen: Frosted Plexi | Pull: Mod2
 Contrada shown with Intrinsic® Filing + Storage and Sketch™ Seating. Trim: Designer White | Laminate: Designer White and Chocolate Pear | Panels: Pact Calla | Pedestal Cushion: Momentum Epic, Kiwi | Seating COM: Ultrafabrics Brisa, White | Pull: Mod2
 Contrada Raw Reception with T51 Seating | Trim: Light Gray, Platinum | Laminate: Chocolate Pear | Glazing: 3form Ecoresin, Aqua Supermatte | T51 Seating: Black Leather/Polished Aluminum

Page 5

Intrinsic Executive shown with T51 Seating. Laminate: Carmello Mist | Tack: Edict, Driftwood | Pull: Mod2 | Seating: Black Leather/Polished Aluminum (Note: Special storage shown)

Page 6

Trig elements paired with Feek Fundamentals shapes. Trim: Platinum | Laminates: Designer White, Brazilwood | Feek Fundamentals: Blue, Lime Green, Silver

Pages 7 - 8

Choices 4 Adjustability™ Table, Training Tables, Storage. Trim: Platinum (Table legs) Designer White, Charcoal, Light Gray, Platinum (Storage) | Laminates: Designer White, Brazilwood, Drift Loud, Carmello Mist | Zego Seating: Zego Black upholstery, Platinum frame | Ped Cushion: Open House, Geranium

Page 9

Feek Fundamentals, Shimoda Shapes and Feek Custom shapes. Feek Fundamentals: Blue, Silver, Aqua, Orange | Feek Custom Shapes: Black, Silver, Blue | Shimoda Shapes: Lime Green, Custom Color

Page 10

Volo Movable Wall teamed with custom Feek elements. Volo Trim: Platinum | Insert Tiles: Back Painted Glass, Lime Green | Custom Feek: White (Custom Color)

Page 11

TrendWall Clear shown with Trig elements and Sketch Seating. Trim: Platinum | Laminates: Brazilwood, Designer White | Pulls: Streamline | Seating: Woodford, Charcoal

Page 12

TrendWall (above) Trim: Platinum | Laminate: Brazilwood | Glazing: Clear, with applied graphic film | T51 Seating: Black Leather/Polished Aluminum | Cushion: Open House, Green Apple

TrendWall (below) Trim: Stucco | Panels: Groove, Froth | Doors: Laminate, Fonthill Pear | Glazing: Clear Tempered, 3form Ecoresin Solo Supermatte

Page 13

Volo Frame: Platinum | Volo Tiles: Clear and Frost Center-Mount Glazed | Door Hardware: 36" Post Pull | In Seating: Black Mesh/Momentum Audubon, Ecru | Conference Table Top: White Back Painted Glass (COM) | Laminate: Drift Loud

Page 15

Quello Bar Stool with Cafe height Collaborative Table (above), Seating (below). Quello: Quello Red, Chrome | Table: Designer White Laminate, Chrome base | Seating, left to right: T51, Yellow upholstery, Black base | Sketch, Black Leather upholstery, Polished Aluminum | Code, Brisa White upholstery, Polished Aluminum | Jet, Ivory shell, Black base. Open House Green Apple upholstery

Page 16

Zego seating with Choices Table (above), Seating (below). Zego: Zego Black upholstery, Platinum frame | Table: Designer White Laminate, Platinum base | Seating, left to right: Live, Brisa White and Open House Red Delicious upholstery, Platinum frame | Zego, Zego Red upholstery, Black frame | Quello, Quello Beech | Feek, Orange

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Capture™ System >





Capture User Needs.

Capture meets
Capture offers
level or base ra
many steel and
your needs cha



Capture Collaboration and Concentration.

Capture includes lockable doors for team members. Glazing options help in maintaining a sense of openness while working beautifully with Trex.

When greater concentration is needed, you can design semi-private workstations that support both collaboration and focus.




Capture Reception.


Set the tone of elegance and sophistication with a beautiful Capture Reception Station.

Capture

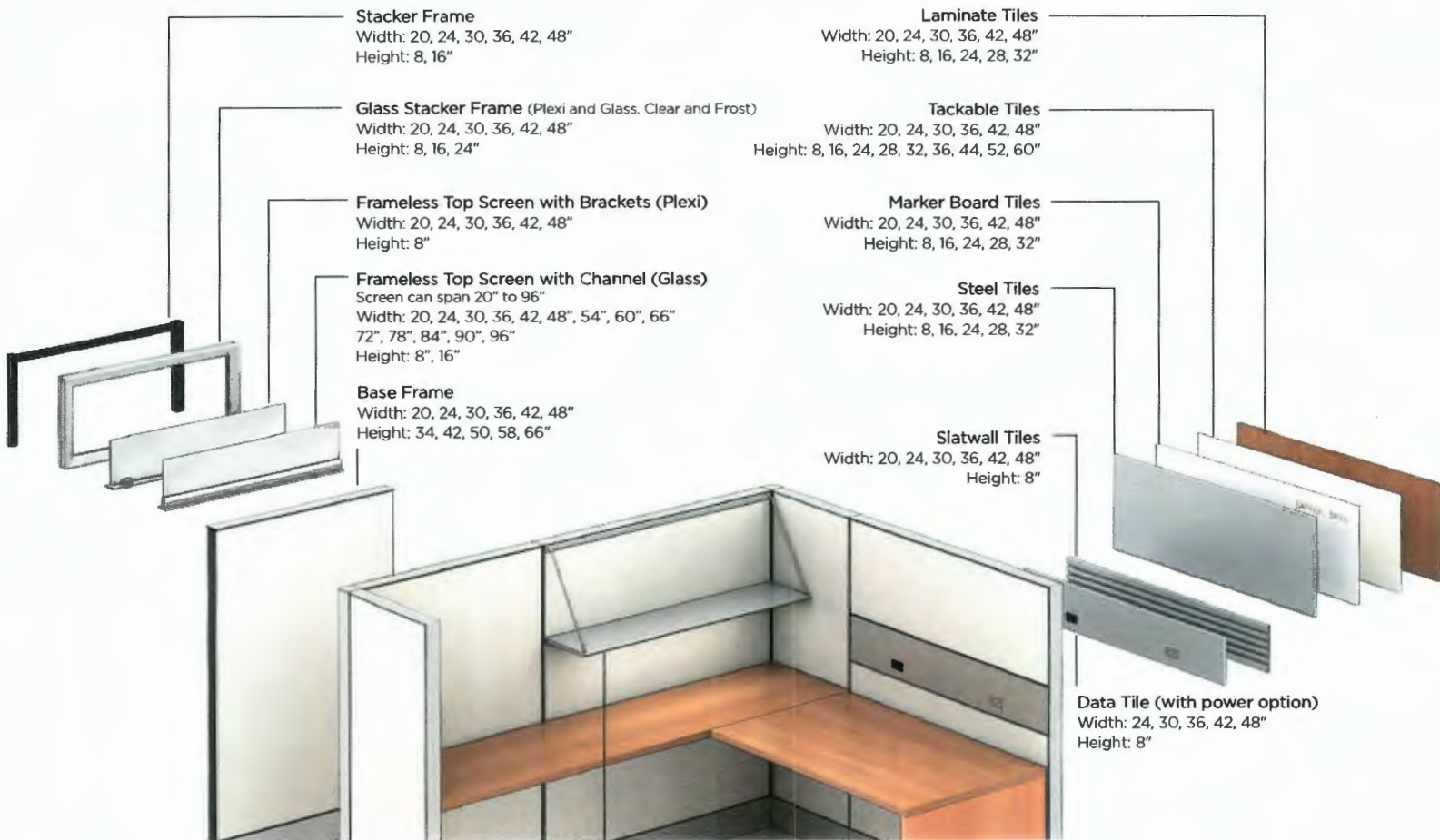
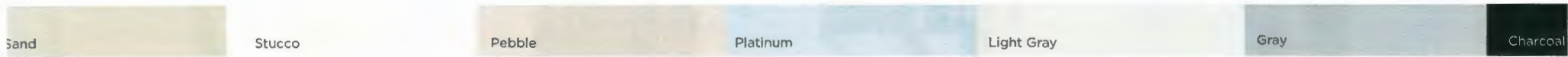
Capture's generous
and work style. You



Aluminum trim reflects a clean and streamlined aesthetic.



Hanging shelves provide extra storage, a minimalist approach.



✓ FILING + STORAGE

Laminate Panel Hung Storage



Laminate Panel-Top Mounted



Credenzas



Bench-Height Storage



Capture Easy Installation!

The Capture system is engineered for fast and easy installations and reconfigurations. Possibly the fastest-to-assemble system on the market, Capture brings quality construction together for a beautiful office in a matter of minutes. Whether it's the first installation or the fourth reconfiguration, the Capture system maintains its design integrity and comes together quickly. That means less downtime for your teams and more up time to get things done. Capture easy installation for yourself!



Capture Ideas.



Capture options.



Capture storage.



Capture warmth.



Capture teamwork.



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Capture™ System

Capture the possibilities!

With a clean and refined design, the new Capture System embodies ease and performance for today's work environments. Easy to design, install, reconfigure, and own, Capture accommodates the real needs of users today.

You'll appreciate the intelligence of Capture — and all the essentials done well. From strong and beautiful frames to smart and efficient storage to extensive options and details, Capture delivers on all fronts.

Our Capture System integrates beautifully with any interior. Its universal design harmonizes with architectural environments, and blends with other Trendway products for expanded application breadth. From low panels, supporting daylight and views to concentrative spaces with greater privacy — and all places in between, Capture lets you create the spaces you need.

Capture teamwork. Capture big ideas. Capture thoughts. Capture collaboration. The possibilities are almost endless with the Capture System.



Capture >



CAPTURE THE DETAILS



Aluminum trim reflects a clean and streamlined aesthetic.



Tiles easily and firmly click into position - no tools required.



Top mounted, dual-sided storage.



Hanging shelves provide extra storage with a minimalist approach.



Marker Board tiles allow vertical surfaces to work harder.



Slatwall and Work Tools get clutter off the work surface and give users more choices. Available in Smoke (shown), or Frost.



Power and data location options ensure user needs are met.



The P-Leg option provides a light, open alternative to end panels.



Capture with laminate or steel storage. You choose.

LAMINATES - More than 200 available.



TRIM COLORS



PULLS



Trendway Products are tested for conformance to SCS Indoor Advantage™ or Indoor Advantage Gold™ requirements.

Visit Trendway.com/scs to view SCS Indoor Advantage certificates for specific Trendway products.



Choices[®] System >



Trendway.

Choices. We Make Them Easy.

It's really all about w
Whether it's touch d
managerial offices, y
with Choices by Tren



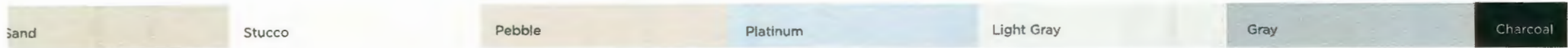
Extending Your Choices.

Choices makes it simple to create unique, inspiring and highly functional spaces. System elements integrate with Trig® Desking and Intrinsic® Freestanding - blending beautifully to provide almost limitless design flexibility. A broad selection of design options extend the possibilities even further — warm up the space with wood grain laminate, choose from one of five pull options, or use our Feek® coated foam solutions as guest seating or extra work surface area — the choice is yours.

Choice

Looking for a n
beautiful, respo
less waste in m





Choices System | Many options surround the Trendway Choices panel system with its slim, 2" thick frame.

Choices Panels | Power



Choices P-Leg work surface supports create a light and open aesthetic.



Counter Caps provide a transaction or reception work surface. Power can be specified at the base raceway or above the work surface. Deliberate opening at back of worksurface to support wire management.



Glazed panels offer greater visual access to natural light. Storage gets mobile and serves as guest seating. All tiles are pinnable and tackable.



Upper storage options can add a personal touch to an office. Optional tackboards give added interest and function.



TA Panel Power and data is easily routed and accessed at the base.



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Choices®

It's really all about what's best for you—and we've made it easy with our Choices® panel system. Whether it's touch down places, collaborative team spaces, personal work stations or tailored managerial offices, you'll appreciate the proven quality and high performance solutions possible with Choices by Trendway. And you'll appreciate how well Choices integrates with our Trig® Desking, too. It's all about choices. You'll like that.





Choices >

DETAILS



Glazed panels for greater visual access and daylight.
Storage gets mobile and serves as guest seating.



Counter Caps provide a transaction or reception work surface.
Power can be specified at the base raceway or above the work surface.



Choices P Leg work surface supports create a light, open environment.



Upper storage options can add a personal touch to your office.
Optional tackboards.

LAMINATES - Over 80 color options

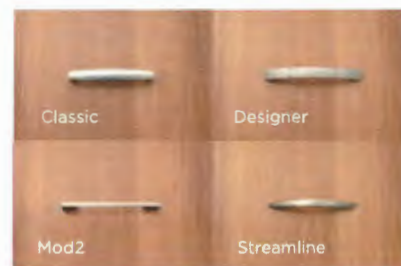


TRIM COLORS



*Available July 2012

PULLS



Contrada[®] System >



Trendway.

A System With Substance.

Offering an impressive statement. The system provides an upscale ambience. In Contrada provides u



Freedom and Flexibility.

Contrada expands design
and many spaces in
exceptional flexibility
the ceiling. Contrada
requirements effortlessly





Contrada System | The 3¼" Contrada frame and tile system offers many unique features.

Contrada Panels | P



Choose from a wide array of tile options, including fabric, veneer, glazed, perforated steel, laminate, marker board, power, data, slatwall and passage. Tiles can extend cleanly to the floor.



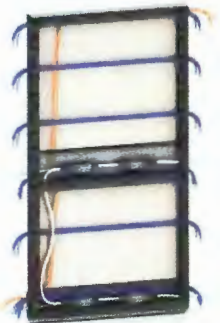
Contrada's power and data access options offer unmatched flexibility.



The bullnose edge for Contrada tables and work surfaces creates a unique profile.



Contrada Raw lets your imagination soar outside the everyday work space.



Contrada offers easy pc and data management, with access possible at vertical increments.

Trendway

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Contrada®

Offering an impressive aesthetic with maximum design flexibility, Contrada lets you make a statement. Whether it's well-dressed in wood veneer, or reflecting a more industrial and alternative look with Contrada Raw, this system offers tremendous breadth of surface material and design options. Combined with its unique architectural elements, Contrada creates an upscale ambience.



Contrada >



LAMINATES - Over 80 color options



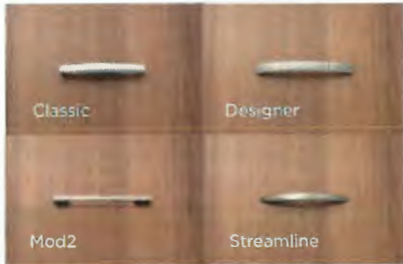
Contrada tiles



Contrada Raw



PULLS



TRIM COLORS



*Available July 2012

Contrada[®] Raw

Get creative. Contrada Raw is a bold, blank canvas offering a platform for interior innovation. It has a truly novel aesthetic with an industrial styled framework that accepts a wide variety of materials—from metals to plexi to laminates and beyond. Plus, its utilities management is exceptional, ensuring users always have power and data access where they need it. Hardly conventional yet full of honesty, Contrada Raw brings creative options to the office.



Contrada Raw >



Single and Dual Monitor Arm

Extend your options!

Sleek, compact new Single and Dual Monitor Arms adjust effortlessly in all directions, providing ideal ergonomic monitor positioning for every user.

With a 26" reach and 13" of height adjustment, the new arms offer maximum flexibility with a minimum, space-saving footprint. The intuitive, counterbalanced spring technology is more durable than gas cylinders. The compact Dual arm mounts two monitors at the recommended angle for simultaneous, parabolic viewing.

Best of all, both models offer these best-in-class features for a budget-friendly price.



Single and Dual Monitor Arm

DETAILS

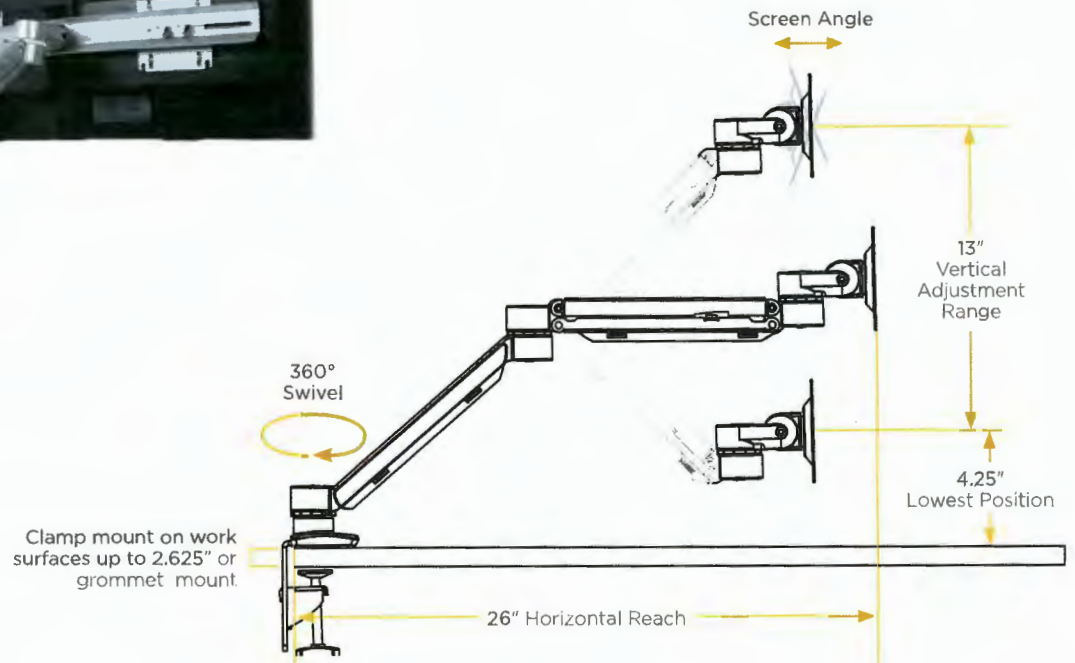
- 26" of reach with 13" of usable height adjustment.
- Arm folds into a 4-3/8" area for more desk space.
- Arm swivels a full 360° around the base.
- Tool-free clamp installation with simple thumb screw or simple grommet mount.
- Single Arm accommodates loads of from 2 to 14 lb. Dual Arm allows 2 to 20 lb. load (up to 10 lb. per monitor).
- Intuitive, counterbalanced spring technology.
- Simple Allen wrench counterbalance adjustment accommodates different monitor weights.
- Durable steel construction, neutral silver powdercoat finish.
- Dual arm crossbar holds monitors up to 22" each in a preset 5° parabolic display for easy viewing and reduced eye strain. Please note: screens do not adjust independently.
- VESA compliant mounting for both 75 and 100mm. Adjustable face plates with easy tool-free thumb-knob adjustment and installation.
- Cable management system included.



Single Monitor Arm



Dual Monitor Arm



Trig[®]



Trendway[®]

It's how we work today.

From kineti
offers mod
as you like.



Trig is desi
tools, but f
lines mean

Trig out your space, your way.



Work, meet life.

Trig is all about
personal style
home so you







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With Trig, sty
to meet so m.
It's easy with



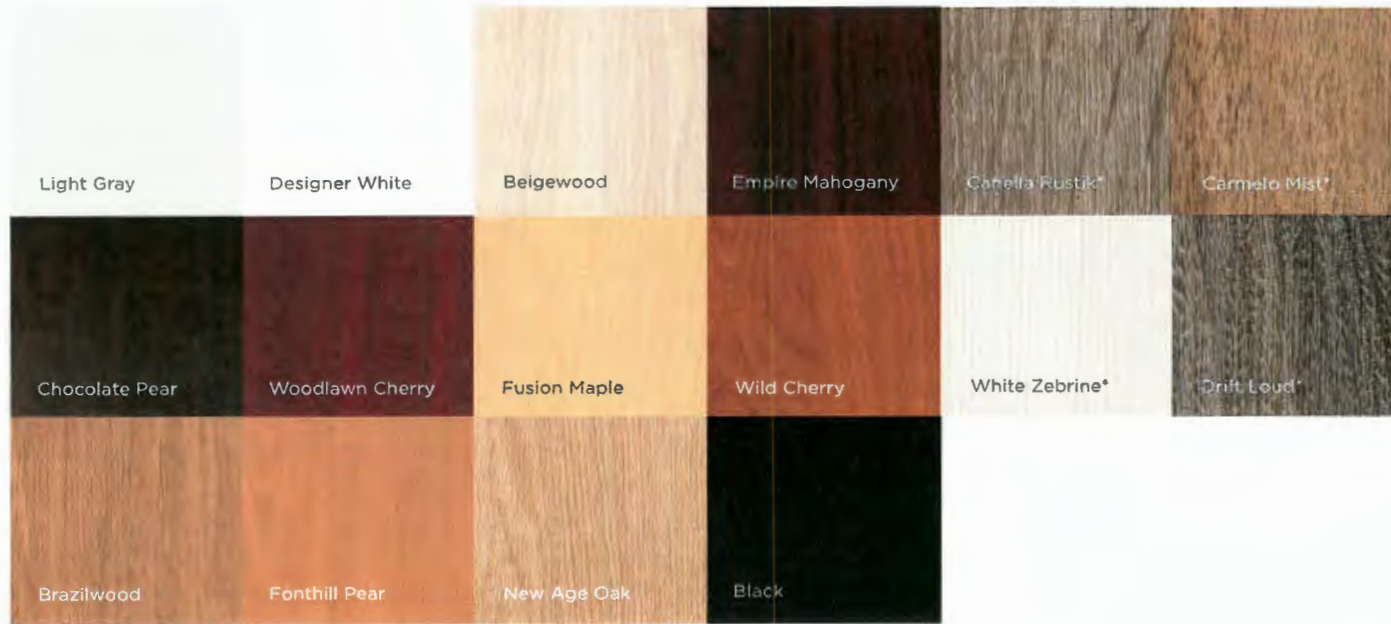
Effortlessly integrate your interior.

You'll appreciate the flexibility of offices, to desking, to touch, to seamlessly blend into work



Trig

LAMINATES



*Grade 2 laminate. Available Fall 2013.

STANDARD TRIM COLORS - Available in Smooth, Frost, or Textured Finish (table base, legs and screen mounts).

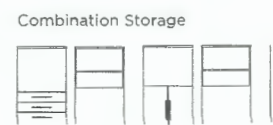
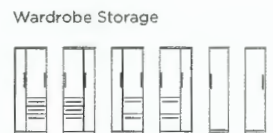
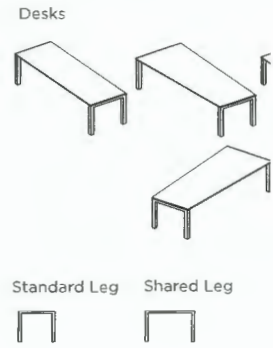


*Available in Smooth finish only.

PULLS



THE LINE





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Trendway is an Employee-Owned Company.



Trig™ Desking

With a clean, modern look and lighter scale, Trig™ reflects contemporary design. Clever options like cubbies and cushioned, bench-height storage maximize use of space.

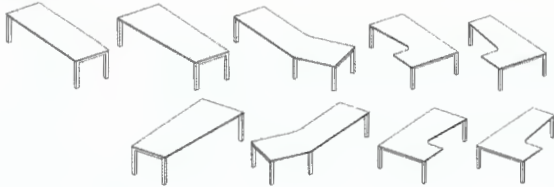
Simple to plan with, the endless ways you can configure your space make Trig the perfect fit for a wide range of users. And with the full array of color, trim and design options, you can create a statement that reflects your personal style.



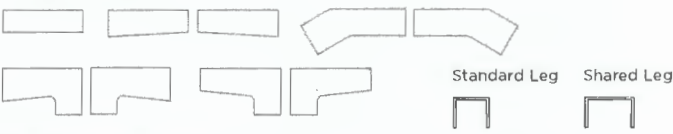


THE LINE

Desks



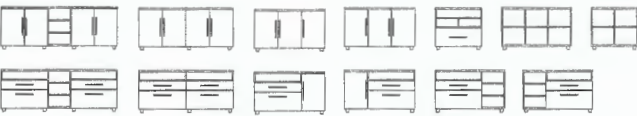
Work Surfaces



Screens and Modesty Panels



Credenzas



Bench Height Storage



Freestanding Storage



Under Desk Support Storage



Stacker Storage



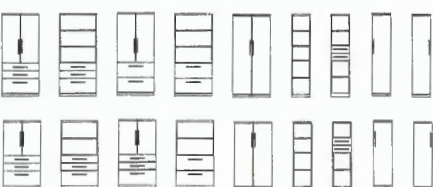
Overhead Storage



Combination Storage



Tower Storage



Consider blending our Intrinsic storage options with Trig, too. They integrate effortlessly.

LAMINATES



PULLS



STANDARD TRIM COLORS

Available in Smooth, Frost, or Textured Finish (table base, legs and screen mounts).



Intrinsic™



Trendway.

Intrinsic Value.

Creating a welcoming
freestanding furniture
priced, Intrinsic's simp
craft solid solutions fo
well-dressed tone for



Individual Spaces.

Intrinsic's modular desks are as easy to change the look and personality, while saving space at an affordable price.



Executive Suite.

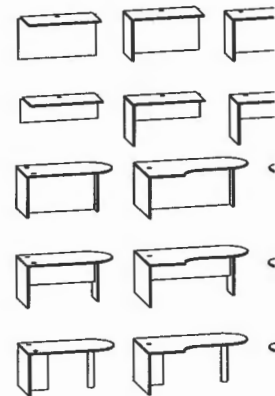


Meeting Spaces.

Create beautiful, high-
Designed to support to
the demands of today'



Desks and Returns

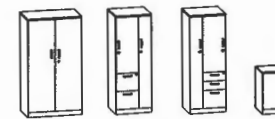


Pedestals

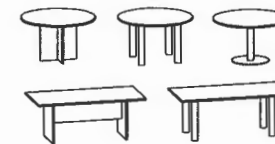
Late



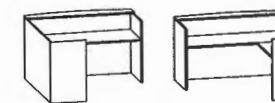
Storage



Tables



Reception Stations



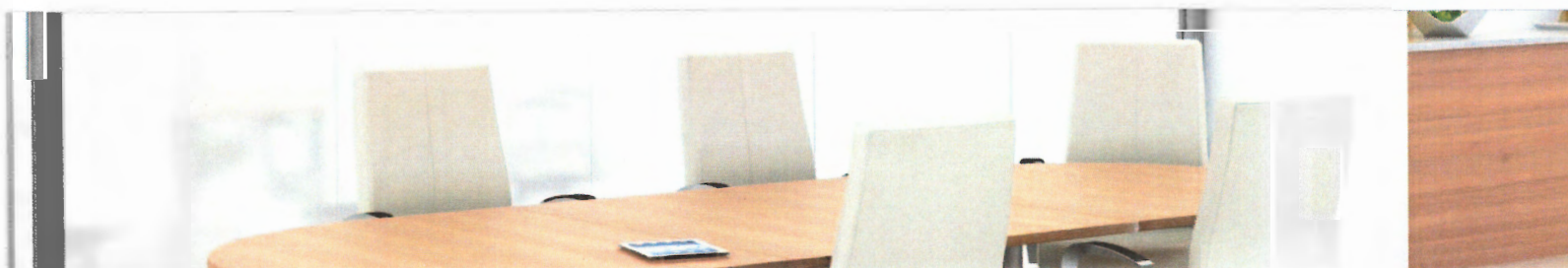
LAMINATE COLOR OI



Fusion Maple Wild Cherry

Have it Your Way.

Intrinsic Freestanding elements include all you'll need to create just the right work space — and offer plenty of options to make it your own. Select a shape with a little attitude. Choose from a full palette of beautiful wood grains and versatile neutral solids. Dress it up with one of five pull options. Whatever you decide, you'll be enjoying your selections for many years to come.



Trendway

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Trendway is an Employee-Owned Company.



Intrinsic®

Create a welcoming place easily and beautifully. The Intrinsic® family of freestanding furniture offers classic appeal and a user-friendly approach to workplace design. Attractively priced, Intrinsic's simple, modular components and full selection of models and sizes make it easy to craft solid solutions for every function. From the front reception desk to the executive suite, Intrinsic responds with ease.

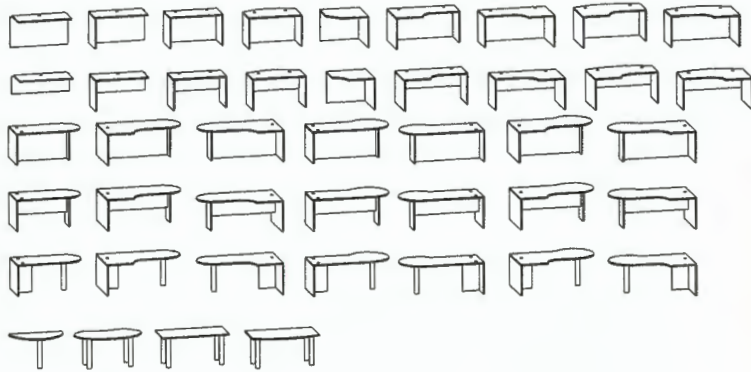


Intrinsic >



THE LINE

Desks and Returns



Pedestals



Laterals



Wall Mounted Storage Unit



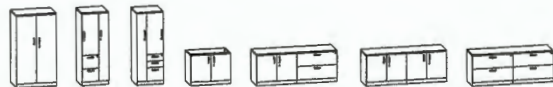
Hutches



Bookcases



Storage



Tables



Reception Stations



Conference/Training Room Accessories



LAMINATES



PULLS



Pack™

Filing + Desking



Trendway

Pure Pack.

Looking for desking, filing, storage, and bookcases? The affordable Pack Collection has it all, and more. The simply designed, modular platform is easy to specify, install and reconfigure to support different work styles and requirements. Made in the USA, Pack Desking offers exceptional quality, and durability you will enjoy for years to come.



THE LINE

Desks



Hutches



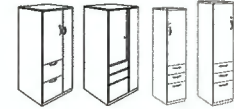
File Hutch



Transaction



Freestanding Towers



Towers



Laterals



Bookcases

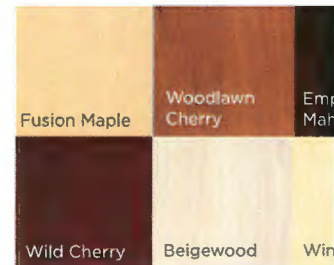


Pack Blended.

Needing to blend Pack elements into different work environments? No problem. With an exceptional selection of models, sizes and options, Pack offers the freedom to tailor your workstation to meet your unique needs, tastes and budgets. Its clean, classic lines complement many Trendway solutions, so it's easy to integrate Pack with your Choices® System or Trig® Desking. Possibilities expand when you bring Pack into the picture.



LAMINATES - Over 80 color c





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Trendway is an Employee-Owned Company.



Choices[®] Desking

Practicality meets functionality in our Choices Desking line. It's easy to create highly-functional, freestanding workstations in shared work areas, system environments, and private offices. And with non-handed components, Choices Desking provides optimum flexibility for moves, adds and changes. Plus, this comprehensive line integrates fully with Choices system. That's a lot of good choices.



Choices Desking

Standard Desk configurations with full and half modesty



Extended Top Desk configurations with full and half modesty



Bowed Top Desk configurations with full and half modesty



Extended Corner Desk configurations with full and half modesty



Corner Desk configurations with full and half modesty



Cockpit Corner Desk configurations with full and half modesty



Extended Cockpit Corner Desk configurations



D-Shape Peninsula Desk configurations



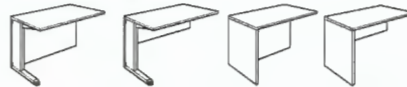
P-shape Peninsula Desk configurations



Extended D-Shaped Peninsula Desk configurations



Standard Returns



Peninsula Returns



Standard Bridges



Peninsula Modesty



Counter Caps



Freestanding Right Angle Counter Caps



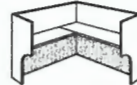
Freestanding Flipper and Cabinet Units with Tackboard



Freestanding Shelf Units with Tackboard



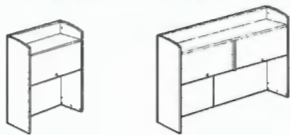
Freestanding Corner Shelf Units with Tackboard



Screens with Tackboard



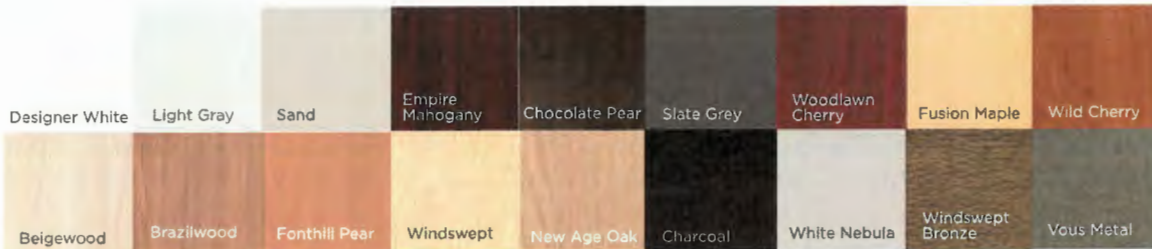
Cabinet Unit with Tackboard



Choices 4 Adjustability Table

This height adjustable table line includes a selection of sizes with different ranges of adjustability for a highly ergonomic solution that responds to the needs of users today.

LAMINATES - Over 80 color options



Tables



Trendway

Solutions for All Spaces.

Whether for tasking, learning, collaborating or relaxing, everyone needs tables – and Trendway has tables for every need. Our selection offers stationary and mobile tables in a range of sizes, shapes, and functions. Training, folding, nesting...you can even use Feek Fundamentals to add fun and personality.

Collaborative, conference, sit-to-stand and more, you'll appreciate how our tables support your teams' needs, and your budget's requirements.

Today, work happens ever same space for many purp environment by mixing an tables blend with all Trenc

Cafe Areas and Break Rooms



Conference Rooms



Training Places



Learning Spaces



Intrinsic Base Options



Disc Base
Round and Square available.



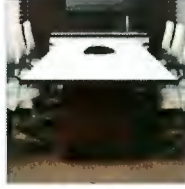
Laminate Base



Column base



Column Base



Laminate Base



Disc Base



4" Square Conference Table Leg
2" U-Shape Leg also available on square tables.

Intrinsic Conference Base Options

Choices Tables

Base Options



Double Tube Bi-Point Base



4-Point Steel Base

Accessory Options



Pop-up power/data module for Training Tables.



Pop-up power/data module for Conference Tables
Also available on Trig Tables.



Electrical System



Mesh Modesty



Laminate Modesty



Choices 4 Adjustability Table



Nesting Capability



Cafe Height Table with 4-Point Steel Base



Cafe Height Table with Disc Base

Shapes



Rectangular



Racetrack



Boat



Round



Half round

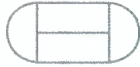
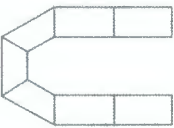


Square



Trapezoid

Arrangements



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Trendway is an Employee-Owned Company and a Zero Waste to Landfill operation.



Collaborative Tables

Join the conversation -

Trendway's new generation of Collaborative Tables brings elegance and ease to social settings.



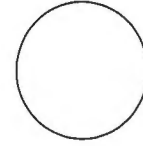
Collaborative Tables >

DETAILS

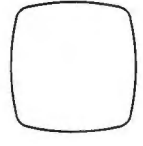
- Tops available in HPL or Thermofused Laminate, .625" thick, in all Trendway standard colors
- Standard Glides
- Column 2.375" diameter
- Steel Trumpet Base, 19.625" wide

OPTIONS

- Three heights: Café, Standard and Coffee (41.875", 27.75" and 23.25")
- Standard or Knife Edge
- Standard Edge:
 - HPL and Thermofused Laminate, .625" thick, all Trendway standard colors
 - Clear or Frosted Glass, .375" thick
 - Round tops, 24" and 30"
- Knife Edge:
 - Coated MDF, .75" thick
 - Designer White or Vanilla color
 - Round or Soft Square
 - 24" and 30"



Round Top



Soft Square Top
(Knife Edge Only)

Knife Edge Table Top Colors



Designer White



Vanilla



Café Height | Laminate | Standard Edge



Standard Height | Knife Edge



Coffee Height | Clear Glass



Standard Edge



Knife Edge



Glass Edge

Training Tables

Move, learn and reconfigure with style.

Trendway's new family of Training Tables delivers serious performance features in a clean, attractive design package. Smart shapes and sizes let you create just the configuration you need, while effective power and data option capabilities support today's learning environments. Tables glide into place when needed, then nest for space-saving storage when not in use.

Team them with our Zego™ chair for a space people will love to learn in!



Training Tables available July 2014.
Prototype Marker Board shown, not yet available.

Trendway >

Training Tables >



Our easy Flip/Folding Mechanism can be activated with one hand



Flip and nest snugly when not in use



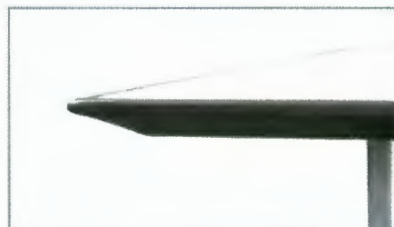
Optional "pop-up" power/data access



Modesty options available



Choose from Black Casters, Two-Tone Casters or Glides



Optional Urethane Knife Edge is offered in Trendway standard trim colors (except Designer White)

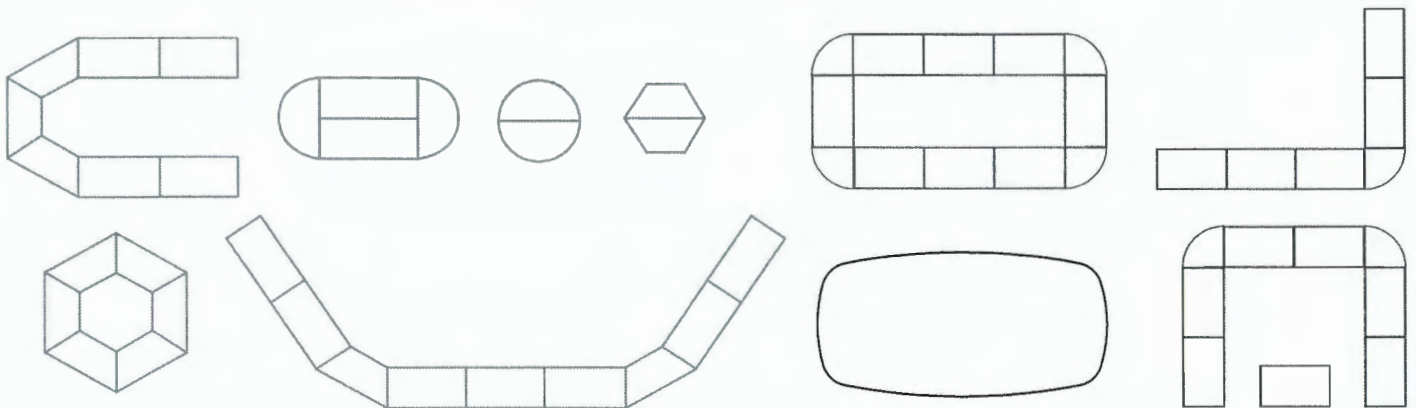
DETAILS

- Array of shapes and sizes allows flexibility to configure for optimal function and space-saving efficiency
- Full menu of options for effective power/data distribution and access, including USB ports
- Full menu of HPL finish options

OPTIONS

- Easy flip/folding mechanism
- Durable 3mm flat vinyl edge band in all Trendway edge band color options, or Urethane Knife Edge in Trendway standard trim color options (except Designer White)
- Convenient nesting for space-saving storage
- Rectangle, Half Round, Quarter Round, Pebble and Trapezoid top options
- Fixed, Flip and Fold base options
- Metal, Mesh, Plexi, Laminate and Cable Management Modesties
- Power/Data Modules to support a variety of electrical and cable access needs
- Daisy Chain power options for adjacent tables
- Linking Mechanism
- Grommets
- Choice of Casters or Glides

So many ways to arrange and rearrange for almost any learning environment.



Choices® 4 Adjustability™ Table

Care to sit? Wish to stand? The choice is yours. The Choices® 4 Adjustability™ Tables offer a highly ergonomic solution that responds to the needs of users today with different height options.

Available in rectangular and corner models, with size and adjustability options, this table expands your workplace possibilities. And with seamless integration into our panel systems, this height adjustable table can easily blend in — or stand out. It's your choice.

Visit Trendway.com and learn more.



Table shown above with optional Trig® Screen.

Choices 4 Adjustability Table >



The Choices 4 Adjustability Table is designed to promote comfort for users. You'll find maximum knee clearance with unobtrusive support to ensure users stay comfortable when seated.

According to a Cornell University Study (Professor Alan Hedge, September 2004), computer workers showed significant decreases in the severity of musculoskeletal discomfort for most upper body regions after using an electric height adjustable worksurface for 4-6 weeks.

DETAILS

Four height adjustment options to meet both the comfort needs of users and the budget of the project.

1. Crank with height range of 26"-44.25" (except corner)
2. Pneumatic: 27"-46" (except corner)
3. Single Stage Electric: 26"-44.75"
4. Dual Stage Electric: 21"-47"

TOP SIZES



Rectangular Table

- Depths: 24", 30", and 36"
- Widths: 36", 42", 48", 54", 60", 66", and 72"



Corner Table - Straight or Curved Front

- Depths: 24" and 30"
- Widths: 36", 42", and 48"



Extended Corner - Available Fall 2013

MEETS ANSI-BIFMA

- Offers full 26" range with the dual stage electric option.
- Meets ADA needs as the table can be positioned at 28"-34"

NOTE:

Trig Modesty and Privacy screen options.

Filing + Storage



Trendway.

Personal preferences with Pack storage.

Even in our digital age, paper remains a fact of work life. You'll find Pack filing and storage brings an exceptional collection of solutions for all your papers — and all the other things you need stored. From lateral files to storage towers, cabinets to bookcases, and pedestals to wardrobes, you'll find just what you need. And with a wide selection of colors, pulls and laminates, it's easy to personalize Pack. Even better, you'll appreciate features like the full-extension pedestal box drawers and strong, durable construction that can withstand even the toughest usage year after year.



Designed for the evolving business environment.

Choices filing and storage provides a simple, adaptable aesthetic for today's work environments. Offering durable construction, security, and a broad selection of components, you'll find exactly what you need for the way you need to work. Blend Choices storage elements with Trendway's Choices furniture system — or use them effortlessly across a wide range of environments. It's your Choice.



Choices and Pack Options

Finish options to complement any work environment.

Choices and Pack are offered in eight versatile Standard trim colors, each available in Smooth, Textured or Frost finish. An optional palette of twenty-seven popular colors is also available to match existing furniture.



*Available in Smooth finish only.

Pull Options

Choices has a bevel pull option. Pack offers four standard applied pulls and an integrated bevel pull option.

Choices



Integrated Bevel

Pack



Integrated Bevel

Classic

Designer

Mod2

Streamline

Pack Details



Several Pack models include framed double doors with translucent glazing and a choice of applied pulls.



An optional metal or translucent dome top can be specified for Pack Tower storage to add design interest.

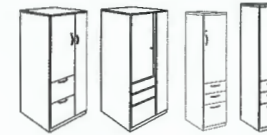
- Drawers accommodate side-to-side letter, legal, A4 and EDP filing.
- Drawers include a safety interlock mechanism that allows only one drawer to open at a time, preventing unit from tipping.
- Smooth ball-bearing slides extend to allow 100% drawer access.
- Optimum security is standard with a locking system that engages steel lock bars directly into the steel drawer body.
- Units can be randomly keyed or keyed alike at no additional charge.

Choices and Pack Options

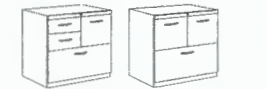
Freestanding Pedestals



Freestanding Towers



File Centers



Laterals with Shelves



Bookcases



Floor Supported Pedestals



Mobile Pedestals



Choices Statement of



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Pack™

Filing + Storage

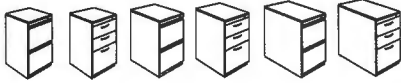
Even in the digital age, paper's still a fact of life. Pack filing and storage offer an exceptional collection of storage solutions to make your work life better. All Pack components and sizes align visually for a clean, consistent aesthetic. You'll appreciate solid, durable construction and features like a full-extension pedestal box drawer. And with elements such as a 70" high bookcase and 6-high lateral file, it's easy to maximize storage in a minimal footprint.



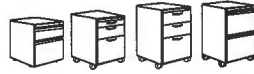
Pack Filing + Storage >

THE LINE

Freestanding Pedestals



Mobile Pedestals



Work Surface Supporting Pedestals



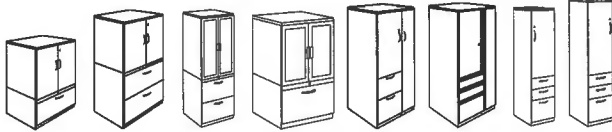
Hanging Pedestal



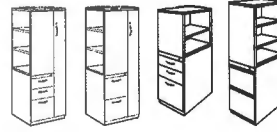
Pedestal Locker



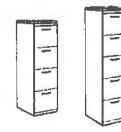
Freestanding Towers



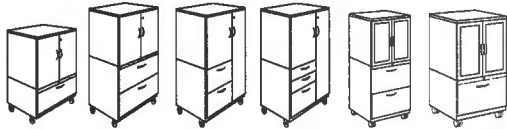
Towers with Bookcases



Vertical Pedestals



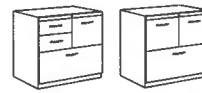
Mobile Towers



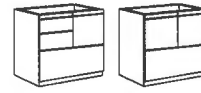
Dome Tops



Freestanding File Centers



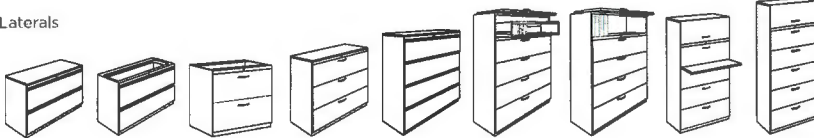
Floor-Supported File Centers



Project Cart



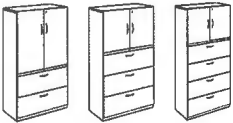
Laterals



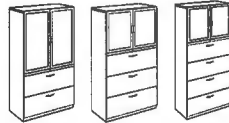
Laterals with Shelves



Laterals with Storage Cabinets



Laterals with Frosted Doors



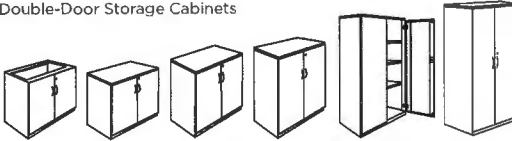
Bookcases



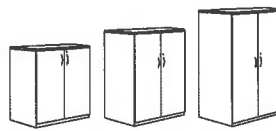
Mobile Bookcase



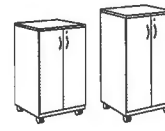
Double-Door Storage Cabinets



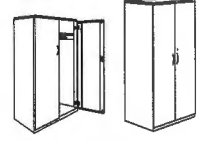
Full-Depth Wardrobe Cabinets



Mobile Full-Depth Wardrobe Cabinets



Wardrobe Cabinets



STANDARD TRIM COLORS

Available in Smooth, Frost, or Textured Finish



* Available in Smooth finish only.

PULL OPTIONS



Choices[®] Filing + Storage

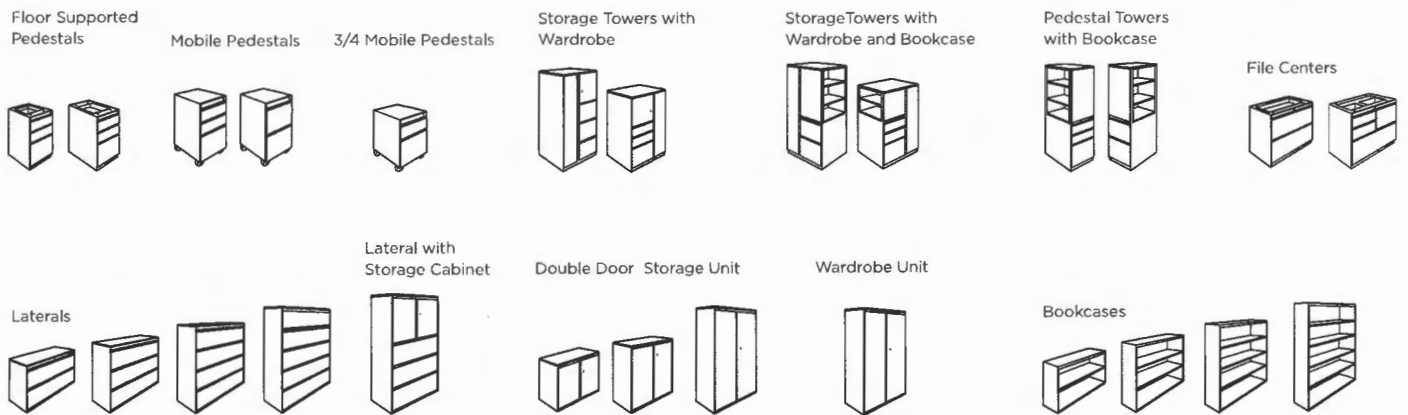
Choices filing and storage offer a streamlined, adaptable aesthetic for today's workplace design. Durable construction, trusted security, and a broad selection of components, sizes, options, and finishes offer a wide range of solutions for the way you work today. Designed to complement Trendway's furniture systems, Choices filing and storage seamlessly support the varied needs of users today.



Choices Filing + Storage >

With Choices, creating unique, inspiring and highly functional spaces is simplified. Its clean design also supports easy personalization with a wide selection of options. Choose from a generous offering of paint colors and textures. Dress it up and expand usable space with laminate work tops available in a wide range of colors. Add a mobile pedestal cushion for drop-in guest seating, offered in our full array of seating fabrics. Your choices are almost endless.

THE LINE



Security locks come standard with Choices filing and storage, and you have the option to key some or all of your units alike.

STANDARD TRIM COLORS

Available in Smooth, Frost, or Textured finish

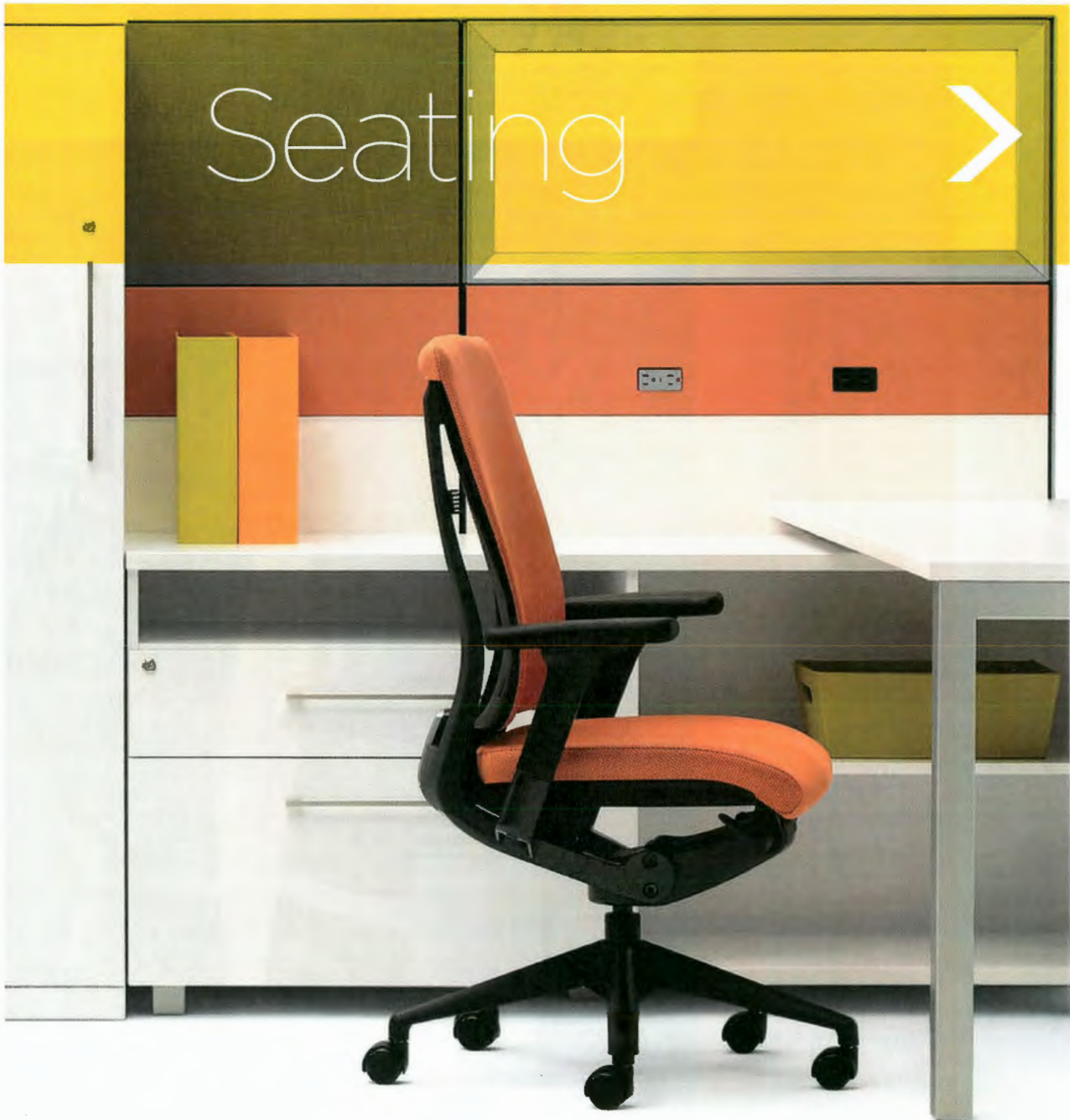


*Available in Smooth finish only.

PULL



Seating



Trendway.

We take seating personally.

The right chair can make a big difference in your day. Everyone has their own tasks, taste and work style... and their own idea of comfort. Trendway has seating to respond to individual needs and preferences, whether you spend your time in long meetings, concentrated tasking or casual café conferences. And with our wide selection of seating textiles, you can create a statement to express your personal style.



Task/Work



Executive

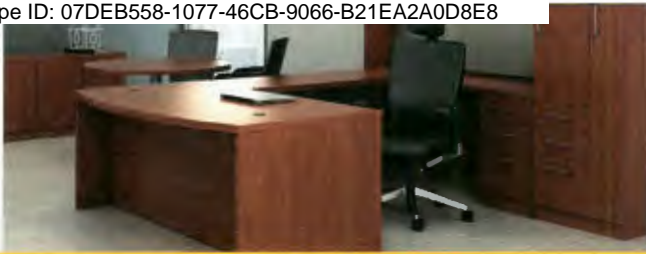


Conference



Guest/Side





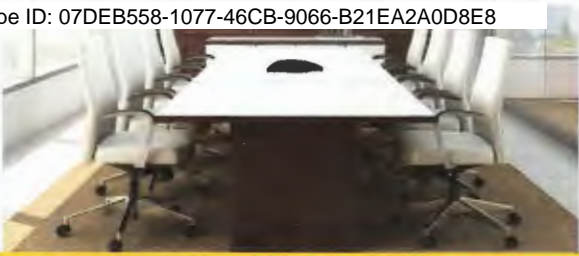
Design meets mega ergonomics.



Winner of for
comfort tech
chair was de
maximum co
profile is sha
adjustable ar
sure to meet
perfect comp
conference r

UPHOLSTERY





The chair for everywhere.



Sleek, tailored with intelligent performance in every

Sketch is offered in a variety of colors and finishes. It is available in a range of adjustability, from our most popular to our most comfortable and polished aluminum.

Need seating choice of arm



The chair that fits everyone.



Code. A lean,
adjusts easily
polished alum
Executive and
controls, adjus
are rated to 30
Code Stool fea
you go, Code .

All models ave
leather option





Express your individuality.



With Europe
exceptionally c
breathable me

In seating feat
depth adjustm
arms or beauti

Best of all, In s
seating choice

MESH COLOR





Ergonomic seating for day to day performance.



This hardwork ergonomic fee
Offering three including loop
users. Plus, Sn graded in text

Rest assured, †

Stat™, Series X and Y

Re:

Good looks, great value – right now.

Simpl



Stat | TASK

If you need attractive, comfortable seating right now, choose from Stat, Series X and Series Y seating.

The Stat chair offers full ergonomic control with flexibility of adjustments and smooth, quiet operation – at an exceptionally attractive price.

More formal in design, Series X and Series Y offer almost immediate delivery in leather-upholstered conference and executive models, designed for comfort with a contoured back and seat with waterfall front.

No matter which chair you choose, you'll find comfort and value – right on time.

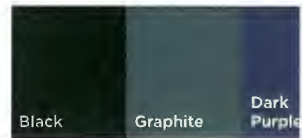




Hardworking, mobile, stackable, and ultimately adaptable.

Need flexibility? You'll like this model as it's paired with a contoured polycarbonate backrest and upholstered seat.

COLORS



Jet | TANDEM



There's so much to love about Live.

Live a little
Whether it's
there's a Live
Generous people
gang with you

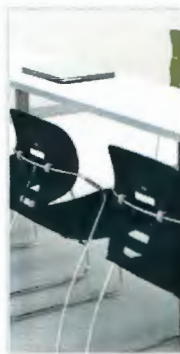
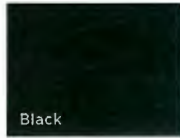


Personality meets
functionality.



Our M11 seatir
experience. Th
recline, for ma
armless, tablet

COLORS

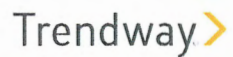


Seating gets more interesting with Feek Fundamentals.

Choose Feek for
plus it's highly du

Feek Fundament
areas to creative
Feek fits in.





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ATLANTA | CHICAGO | DALLAS | INDIANAPOLIS | LOS ANGELES | WASHINGTON, DC

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Trendway is an Employee-Owned Company.



T51 Seating

Simple sophistication, T51 seating combines sleek, contemporary styling and ultimate adjustability. Intelligently designed ergonomic features make it easy to adjust T51 for your personal needs and preferences. With a slim, elegantly curved profile, T51 offers dynamic lumbar support that responds to your every move, for day-long comfort. And you'll like how easily T51 can fit into your budget, too.

Visit Trendway.com and learn more.



T51



The adjustable headrest offers both height and angle adjustments.



Adjustable armrests offer a forward and back adjustment range of 1.25" and 2" of vertical height adjustment.



Adjustable armrests rotate with a simple twist.



Use the simple seat slide adjustment for your perfect seat depth (Range: 2.5").



The tilt tension handle is simple to adjust, for personal comfort.



Multi-option back lock with five positions.



Adjust lumbar support with a simple lift.



Change forward tilt with the flip of a lever.

DETAILS

- Height and pivot adjustable headrest option
- Height, depth and pivot adjustable arms
- Adjustable seat pan
- Height adjustable pneumatic cylinder
- Polished aluminum base and arms
- Multi-option back lock with five positions
- Synchronized tilt mechanism
- Forward tilt lever
- Dynamic lumbar support
- Rated to 300 lbs.

SPECIFICATIONS

Height: 41.75" - 45.75"

Overall Width: 27.25"

Overall Depth: 26" - 28.5"

COLORS



TRIM



T51 Guest Seating

With a simple, understated cantilever design, T51 Guest Seating is ideal for conference rooms and side seating. Or pair this slim guest chair with its perfect companion—the sleek, contemporary T51 Task chair.

Visit Trendway.com and learn more.



T51 Guest Seating >



DETAILS

- Powder-coated, steel cantilever frame
- Standard polyurethane armrests
- Dimensional-knit upholstery coordinates with T51 Task Seating

SPECIFICATIONS

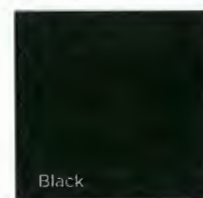
Seat height: 16.5"
Seat depth: 18"
Arm height: 9" off seat
Overall height: 35"
Overall width: 22.75"
Overall depth: 26"
Seat width: 18.5"



COLORS



TRIM



Code[®] Seating

Code Executive and Task provide performance seating with standard full ergonomic controls and adjustable arms. The Conference chair offers affordable elegance. Code Stool features dynamic mesh back and height-adjustable foot ring. Wherever you go, Code adapts. All models available with body-responsive mesh back and upholstered seat; full leather option for selected models.



Code >



Code EXECUTIVE | LEATHER



Code TASK | LEATHER



Code EXECUTIVE | MESH



Code CONFERENCE | MESH



Code TASK | MESH



Code STOOL | MESH

DETAILS

- Executive, Task, Conference and Stool models
- Polished aluminum frame and base
- Aluminum Loop Arm and 2-way Adjustable Arm options
- 2-to-1 ratio synchronized tilt mechanism and side tension control
- Five-position tilt lock and tilt tension control adjustment
- Integrated seat depth adjustment
- Pneumatic seat height adjustment
- Dacron-wrapped injection molded foam cushion with Memory Foam option
- Form-fitting mesh back or full leather options
- Soft Braking Caster option
- Petite Cylinder Height Adjustment option
- Highly adjustable black leather headrest option
- Stool offers height-adjustable foot ring
- Rated to 300 lbs.

Sketch™ Seating

Sleek, tailored and loaded with features, Sketch is more than just a good looking chair. High-back, mid-back, task and stool models provide a full family of seating solutions from the conference room to the private office. Enjoy extra comfort with dual-density foam in the seat and a body-hugging curved back. Choose from an array of functional and aesthetic options — including a Mesh Back for breathable support with style.

Rated to 300 pounds, Sketch seating has what it takes to perform beautifully for every work environment at a price that will make you smile.



Sketch



EXPRESS



HIGH-BACK



MESH BACK



MID-BACK



STOOL

DETAILS

- Ergonomic seating with built-in lumbar support.
- Body conforming dual density foam for comfort and all day support.
- Choose from four responsive mechanisms, including the fluid motion of our 2-to-1 ratio synchronized option.
- Pneumatic seat height adjustment.
- Five-position tilt lock within the range of the recline.
- Adjustable tilt-tension control.
- Fully-upholstered high-back and mid-back models have an easy-to-use ratchet back height adjustment.
- Black Polypropolyene or Polished Aluminum Loop Arm and 4-way Adjustable Arm options.
- Rated to 300 pounds.

4-way Adjustable Arm Option



30 degree pivot supports keyboarding and mousing.



Height adjustment range of 3.15".



Width adjustment range of 2".



Forward and back adjustment range of 1.57".

SnapTM Seating

This hardworking seating line makes day long comfort a snap. With many ergonomic features and choices, it's simple to create a Snap chair just for you. Offering three back styles, a dual compound curve seat and arm options including loop, 2-way or 3-way adjustable arms, Snap is sure to support all users. Plus, Snap can be ordered in a wide range of standard fabrics — or graded in textiles.





BP | HIGH-BACK



BI | MID-BACK



BS | MID-BACK

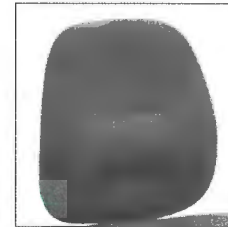


BS | STOOL

DETAILS

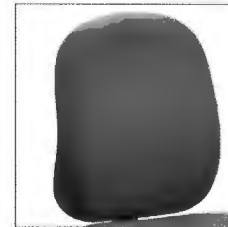
- Dual compound curve seat with waterfall front.
- Three back style options.
- Five mechanism options: Swivel-tilt, Simple adjustable, Fully adjustable, Synchro-tilt, and Professional task.
- 2-way Adjustable Arm, 3-way Adjustable Arm and Loop Arm options.
- High-back and mid-back models have an easy-to-use ratchet back height adjustment.
- Protective ballistic nylon fabric (optional).
- Black plastic base or polished aluminum base
- Select chairs ship in three days

BACK STYLE OPTIONS



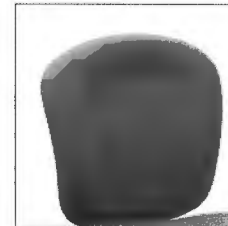
BI back

Ergonomically formed foam back provides side to side support and includes a special insert for added lumbar region comfort.



BP back

Dual density foam for back comfort with a profile that follows the curvature of your back for support.



BS back

Molded foam along the top provides comfort and a distinct look while the foam inserts along the sides provide support to encourage proper posture.

Jet seating

You'll like this versatile multi-use chair for all it offers. Fully-optioned stack, task, stool models are part of the family - as well as a tablet arm and book rack option. It's ergonomically-contoured polypropylene shell provides durable performance and flexible comfort. With a wide range of colors and choices, Jet can fit in almost anywhere.





Jet Task | UPHOLSTERED SEAT



Jet Task | UPHOLSTERED SEAT AND BACK



Jet Stool | DRAFTING HEIGHT, UPHOLSTERED SEAT



Jet Stacker



Jet Stacker | UPHOLSTERED SEAT AND BACK



Jet | TABLET ARM + BOOK RACK



Jet | CAFE STOOL



Optional cart for Jet Stacker
Stacks 40-high for poly models and 10-high for upholstered models.

DETAILS

- Ergonomically contoured seat and back.
- Durable polypropylene shell available in twelve colors.
- Optional upholstered pads – 1/2"-thick foam back and 3/4"-thick seat pad – look good and feel great.
- Sturdy yet stylish steel frame in standard Black, Platinum or Metallic Silver.
- Select chairs ship in three days.

JET TASK

- Optional solid steel T-Arms enhance comfort.
- Choose from two easy-to-use mechanisms:
 - Basic Task, with fixed back and pneumatic seat height adjustment.
 - Swivel Tilt, with fixed back, pneumatic seat height adjustment and tilt tension control with one position lock.

JET STOOL

- Choose from intermediate and drafting height.
- Optional solid steel T-Arms enhance comfort.

JET STACKER AND CAFE STOOL

- Stacks or stores simply.
- Solid steel frame comes in four finishes – standard Black, Platinum, Metallic Silver or Chrome.



Jet™ Tandem

New Tandem Seating extends Jet's durability, comfort and style into public spaces in a beautiful way. Whether for office reception, education, transportation, or healthcare, Tandem offers a solid set of solutions for every environment. Select 2-, 3- or 4-position configurations of seats and tables to suit your needs.



Jet Tandem >



2-position - 34"H x 49.5"W x 24.25"D



3-position - 34"H x 74"W x 24.25"D



4-position - 34"H x 100"W x 24.25"D

Jet Tandem is part of our complete family of stack, task, stool and café stool models for every space where seating is desired. We've got almost every seating function covered!

DETAILS

- Ergonomically contoured seat and back.
- Durable polypropylene shell available in twelve colors.
- Optional upholstered pads - 1/2"-thick foam back and 3/4"-thick seat pad - look good and feel great.
- Optional solid steel T-Arms enhance comfort and makes exiting easy.
- A wide selection of standard and graded-in textiles plus COM options.
- Choose non-upholstered, upholstered seat and back, or upholstered seats only.
- Tandem can consist of all seating or a combination of seating and table elements in any configuration within the 2-, 3- or 4-position structure.
- Sturdy steel frame and support beam available in 3 finishes: Standard Black, Platinum or Metallic Silver.
- Table element can be specified in any of Trendway's large selection of laminate finish and edge band options.



JET FAMILY



Zego™ Seating

Ready. Set. Zego!

Go for the best in design, comfort, quality and value in a flip/nest chair! Sleek Zego seating embraces the body with comfort and pleases the eye with style. Zego zips into place when needed, then nests snugly out of the way when not in use. For spaces where people meet, learn, work, and relax - go Zego!



Zego Seating is orderable June 2014.

Trendway >



Simple, timeless design coordinates with many environments.



DETAILS

- Best-in-class features and quality, pleasing price
- Premium breathable mesh back
- Responsive reclining seat back support
- Contoured back for ergonomic lumbar support
- Fully upholstered cushion with an enclosed, finished seat bottom
- Seat flips up for easy and compact nesting
- Easy to clean, open seat/back design prevents buildup of debris
- Generous front spacing lets user's feet fit comfortably under the chair
- Standard nylon casters for smooth mobility
- Full armrests, tuck easily under tables
- Compact and lightweight
- Durable, top-quality construction
- Powder coated steel frame

OPTIONS

- Black or Platinum Frame

SEAT FABRICS

- 7 Zego Colors (below)
- See price list for additional fabric options

SPECIFICATIONS

Chair Weight: 24 lb.	Seat Width: 19.25"
Overall Height: 32.25"	Back Height: 16.375"
Overall Depth: 21.75"	Back Width: 18.75"
Overall Width: 23.25"	Arm Height from Seat: 8.5"
Seat Height: 18.25"	Width Between Arms: 19.75"
Seat Depth: 17.5"	Recline Range: 28 degrees



The smooth, reclining back support enhances comfort during long meetings or training sessions.

Seats flip up easily to make moving and storage a snap.

Zego nests snugly when not in use for compact, space-saving storage — and even the cushion's solid underside maintains a clean, simple look!

ZEGO SEAT COLORS



Black

Gold

Red

Blue

Grey

Orange

Green

Live Seating

Live a little! Practical Live seating combines style, comfort and versatility. Whether it's private office, counters, cafés, shared space or break rooms, there's a Live model ready to go to work for you. Generous proportions welcome users of every size, and side chairs stack, bang, and transport with ease...a chair you can easily live with.





Live | SIDE/STACK



Live II | SIDE/STACK



Live | CAFÉ

DETAILS

- Flowing arm design is aesthetically distinctive and decidedly supportive.
- Injected molded shroud under the seat enhances Live's stylish form and stackable function.
- Generous proportions make for easygoing sitting for every body stature.
- Durable four-leg steel frame is available in black or metallic silver.
- Available with glides or casters.
- Optional metal swivel glides for high-use applications.
- Side chairs stack and stow - with or without casters. Up to four-high with Live and three high with Live II.
- Gangs with an optional, easy-to-use device that stows under seat.
- Most chairs ship in three days.

Gang up

Live goes it alone or gangs together. Just employ the easy access ganging device to make perfect rows - and when you're done, stow it under the seat and out of sight.



M11 Seating

Personality meets functionality in the new M11 chair. Our M11 seating blends fun, form and innovative function for a unique seating experience. The smooth, self-adjusting design responds to users with a gentle recline, for maximum comfort in a multi-purpose chair.

Visit Trendway.com and learn more.



M11 >



The smooth, self-adjusting design supports motion and flexes with your every move.



Polypropylene Armrest option for added comfort.



Optional Tablet Arm.



Tablet Arm pivots for easy chair access.



Optional Chrome Book Rack for under-seat storage.



Ganging attachment option.



Optional Storage Cart with casters makes it easy to move and store chairs.

DETAILS

- Polypropylene seat and back
- Self-adjustable tilting function
- Stackable steel frame
- Polycarbonate glides

OPTIONS

- Polypropylene arms
- Tablet arm (right side only). Offered on the M11 with arms only.
- Under-seat book rack
- Ganging glides
- Storage cart

SPECIFICATIONS

Seat width: 17.25"
 Seat height: 17.5"
 Seat depth: 17"
 Overall chair height: 32"
 Overall chair depth: 21"
 Overall chair width: 21"
 Arm height: 9" off seat

Tablet arm (P shaped)
 Overall length: 20.5"
 Work area width : 11.25"
 Overall depth 11.5"

COLORS



TRIM



02 Good Design Awards

07 Australian Design Awards

07 Korea Industrial Design Awards

06 Ergonomic Design Awards



Quello™ Seating

Hello Quello!

Trendway's new Quello Bar Stool makes a bold statement - quietly. Long, slender, polished legs support a slim, gracefully curved seat. The simple, beautifully-proportioned silhouette brings elegance to any setting.



Quello and the new Trendway table are orderable June 2014.

Trendway >

Quello >



Quello shown with the new Trendway table.

Quello's Beech Wood seat is molded in gentle curves made to support the human body.

The stool is scaled to provide comfort for a wide range of body types, with a generous seat pan and well-placed foot rest.

DETAILS

- Overall Height: 31"
- Overall Width: 16.5"
- Overall Depth: 18.25"
- Seat Height: 30"
- Seat Width: 16.5"
- Seat Depth: 15.5"
- Rated to 250 lbs.
- Stool Weight: 13 lbs.

FINISHES

- Chrome plated steel frame
- Seat available in Red or White laminate top or Beech Wood with a clear lacquer finish.
- Translucent glides



Orderable June 2014.

May 2014

Trendway >

Proven Architectural Products Trendway >

Over 45 Years of Architectural Product Integration

Looking for a way to create truly flexible environments? Volo® Walls, TrendWall®, TrendWall® Clear and TrendWall® Flooring Solution all bring options for a beautiful and modular interior.

Movable Walls can support your sustainability strategy. Our unitized walls like Volo and TrendWall can be easily re-used and reconfigured, eliminating the waste and resource consumption of conventional drywall construction.

Often classified as 'tangible property' and depreciated over just 7 years, vs. 39 years for drywall (check your local tax regulations), movable walls may save you money.



Volo™ Wall

Our new Volo Movable Wall supports a wide range of privacy, possibilities and practicality. With a broad selection of materials and finishes, it's easy to personalize Volo to suit unique preferences. And its wide variety of design options for doors, bases, and tiles make it scalable for many budgets. While clean lines and friendly design set Volo apart, it's the easy installation and reconfiguration that deliver even greater value.

Proven Architectural Products

TrendWall® Clear

TrendWall Clear is a sleek floor-to-ceiling movable wall solution that blends high-end aesthetics with high functionality. The system divides and defines space beautifully, with a pure flow of frameless 1/2" tempered glass and transparent corners that complement any architectural setting. It's also exceptionally easy to install and supports modular power and data, or can be hard-wired in the field.



TrendWall®

TrendWall Movable Wall offers you a proven, practical approach to space division. Its simple and fast installation practically eliminates construction waste and mess. The system can be rapidly reconfigured without demolition and with very little impact to floor or ceiling. It easily accommodates power and electrical distribution, too.



TrendWall® Flooring Solution

TrendWall Flooring Solution is the intelligent approach to cable management in today's commercial interiors. It simplifies cable and wiring distribution and provides easy access to power and data anywhere in the floor. The modular components are simple to install, and the low 2 1/2" profile makes it practical and cost-effective for new construction, renovation, or integrating into existing buildings. Save time and money with TrendWall Flooring.



Trendway >

Volo™ Movable Wall >



Trendway

What's your
conference
to-ceiling
support
Walls and

Speak Volumes with Volo.



Personalize Your Privacy.

Volo's extensive color and material options let you tailor your private office to meet your personal preferences. Degrees of visual privacy are easily achieved, from completely transparent to fully opaque and many places in between. Volo also offers a balance of options to create the acoustical privacy you need. So get ready to make it personal with Volo.



Do More Than Create Spaces. Make Statements.

Volo offers almost unlimited freedom to create. Segmented, glass, laminate, veneer, tempered and decorative glazing, writable and magnetic-friendly surfaces can be applied in endless combinations. Designing a space to reflect your brand, your preferences, or your unique needs has never been this easy. Keep it simple or get expressive. Either way, beautiful statements are made.



Value Volo.

No matter what environment you're creating, Volo performs as beautifully and even more efficiently than higher-priced wall systems. The unitized wall panels can also be fully re-used and reconfigured as your needs change, with little or no marring of ceilings and floors — ensuring Volo will continue to add value over time.

Volo

Volo n
prope
differe



Integrate Your Interior.

Volo Walls complement any architectural interior. Attention to detail is evident in the crisp lines, precise reveals and in the flawless building integration of Volo Walls. From bulkheads to exterior wall mullions, from columns to drywall, Volo easily and effortlessly connects for beautiful integration within an interior.



Blend In or Stand Out.

Appreciate Volo E

Volo's offering of surface materials and tile options can blend in with the look of custom millwork and permanent architecture, including beautiful door and pull options. Insert tiles accentuate aluminum framing elements, while outsert tiles are slightly proud of the frame and create delicate, refined reveals. Volo can also stand out with a bold, colorful statement and design — it's up to you. Explore Volo and see for yourself.

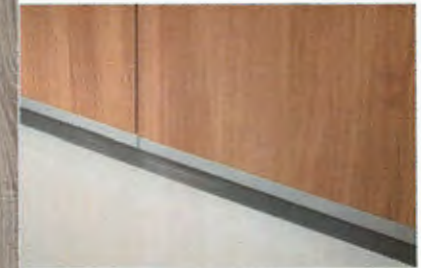


CROWN OPTIONS



Reveal Crown diminishes the visibility of attachment elements.

BASE OPTIONS



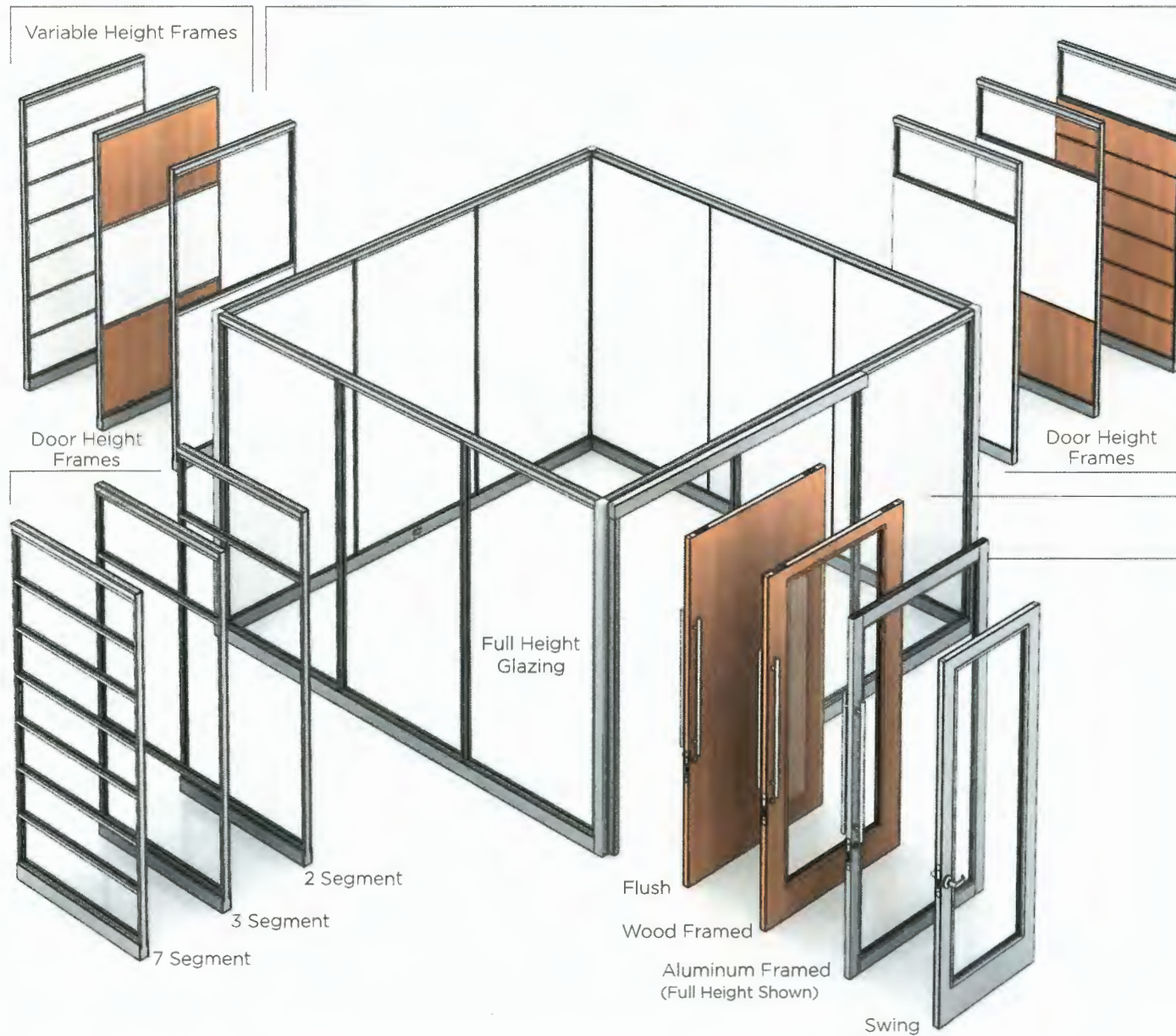
2" Reveal Base creates a subtle recessed transition to the floor.

ELECTRICAL



Distribute power vertically for access at 6", 12" and 42" heights with Inline Connectors.

Visualize Your Volo.



INSERT TILES c
inserts combine
unlimited functi
Frame elements

The DOOR HEIG

Beautiful solid C
outserts create
Functional segr
features to mee
Visual interest c
varied materials

PANEL FRAMES
height in 1/2" inc

GLAZED PANEL
privacy, visibility

DOORS are avai
door frame. Part
framed style.

DOORS



Flush

PULL/HARDW

Maximize Performance by
Combining Volo Walls with
our Raised Access Flooring.



TrendWall® Flooring Solution

makes reconfiguration easy, with power and data accessible from anywhere in the room — by removing a floor access panel. The low 2½" profile and non-metallic modular construction make it a practical and cost-effective cable management system, whether used in new construction, renovations or integrated into existing spaces.

From training spaces to conference rooms to open environments, our raised access flooring can save you time, money and headaches with every move and reconfiguration you require.



Choose pre-wired, field-wired or PowerPac floor access.



Training Spaces



Conference Rooms



CORPORATE | Holland, Michigan | 800.968.5344 | Trendway.com

ATLANTA | CHICAGO | INDIANAPOLIS | LOS ANGELES | WASHINGTON, DC

FINISHES FEATURED:

Front Cover

Volo Frame: Platinum | Trim/Legs: Platinum | Volo Tiles: Drift Loud Laminate Outsert, Clear Center-Mount Glazed | Trig: Designer White/Drift Loud | Cushion: Momentum Jardin, Mandarin

Page 1-2

Volo Frame: Platinum | Volo Tiles: Clear Center-Mount Glazed | Door Hardware: 36" Post Pull | In Seating: Black Mesh/Momentum Audubon, Ecu | Conference Table Top: White Back Painted Glass (COM)

Page 3-4

Volo Frame: Platinum | Volo Tiles: Low Iron Center-Mount Glazed, White Back Painted Glazed, Chocolate Pear Laminate Outsert | Door Hardware: 36" Post Pull | Casegoods: Chocolate Pear/Designer White/Platinum Trim/Mod and Mod2 Pull | Tackboard: Anchorage, Green Apple | Sketch Seating: Black Mesh/Jane, Ruby/Polished Aluminum Base

Page 5

Volo Frame: Platinum | Volo Tiles: Drift Loud Laminate Insert, Clear Center-Mount Glazed | Tables: Designer White Laminate/Platinum Base | Live Seating: Momentum Silica, Cumulus and Infinity, Capri, Platinum Frame

Page 6

Volo Frame: Platinum | Volo Tiles: Center Mount Glazed with custom glass (above), Clear Center-Mount Glazed, Custom Glass Outsert (below) | Tables: Base/Legs: Platinum | Laminate: Designer White, Chocolate Pear | Feek: Aqua, Lime Green, Orange | T51 Seating: Gray, Polished Aluminum Base

Page 7

Volo Frame: Platinum | Volo Tiles: Drift Loud/White Back Painted Glass Outsert/Fine Point, Porcelain Tackable Insert, Clear Center-Mount Glazed | Laminate: Drift Loud | Feek: Aqua, Orange | Live Seating: Momentum Identity, Zinnia

Page 8

Volo Frame: Anodized Aluminum (above), Platinum (below) | Volo Tiles: Drift Loud/Designer White Laminate Outsert, Pact Nectar Tackable Insert. | Freestanding Legs: Platinum | Ped: Designer White | Live Seating: Open House Green Apple, Silica Cumulous (above), T51 Seating: Black Leather/Polished Aluminum Base

Page 9

Volo Frame: Platinum | Volo Tiles: Clear Center-Mount Glazed, Light Gray/Drift Loud Laminate Insert, Luna Eclipse 54, Lime Tackable Insert | Casegoods: White Zebrine, Mod 2 Pull | Tackboard: Edict, Driftwood | T51 Seating: Black Leather, Polished Aluminum Base (Executive)/Black Base (Guest)

Page 10

Feek custom seating and table, in custom color

Page 11

Volo Frame: Anodized Aluminum | Volo Tiles: Drift Loud/Designer White, Clear and Frost Center-Mount Glazed | 72" Ladder Pull

Trendway has over 45 years of experience with movable walls. For more Information on our entire Architectural Products offering including Volo™ Movable Wall, TrendWall® Clear and TrendWall® Flooring Solution, please visit Trendway.com/Architectual.

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Trendway is a Zero Waste to Landfill operation.

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Volo™ Movable Wall



Trendway

Speak Volumes with Volo.

What's your perfect space? A quiet, private office clad in wood veneer? A creative hotspot in bold colors, where you freely sketch ideas floor-to-ceiling? Maybe it's a simple, practical shared place where different tasks and needs are supported in a beautiful environment. Whatever your vision, you'll speak volumes with Volo and bring your space to life with amazing speed, ease and practicality.



Appreciate Volo.

You'll love how Volo Walls perform, especially when it comes to speed and convenience. Remarkably quick to design, install and reconfigure, Volo Walls reflect Trendway's 45 years of architectural wall experience and exceptional manufacturing capabilities. And with Volo Walls, you'll appreciate the fastest lead times in the industry.



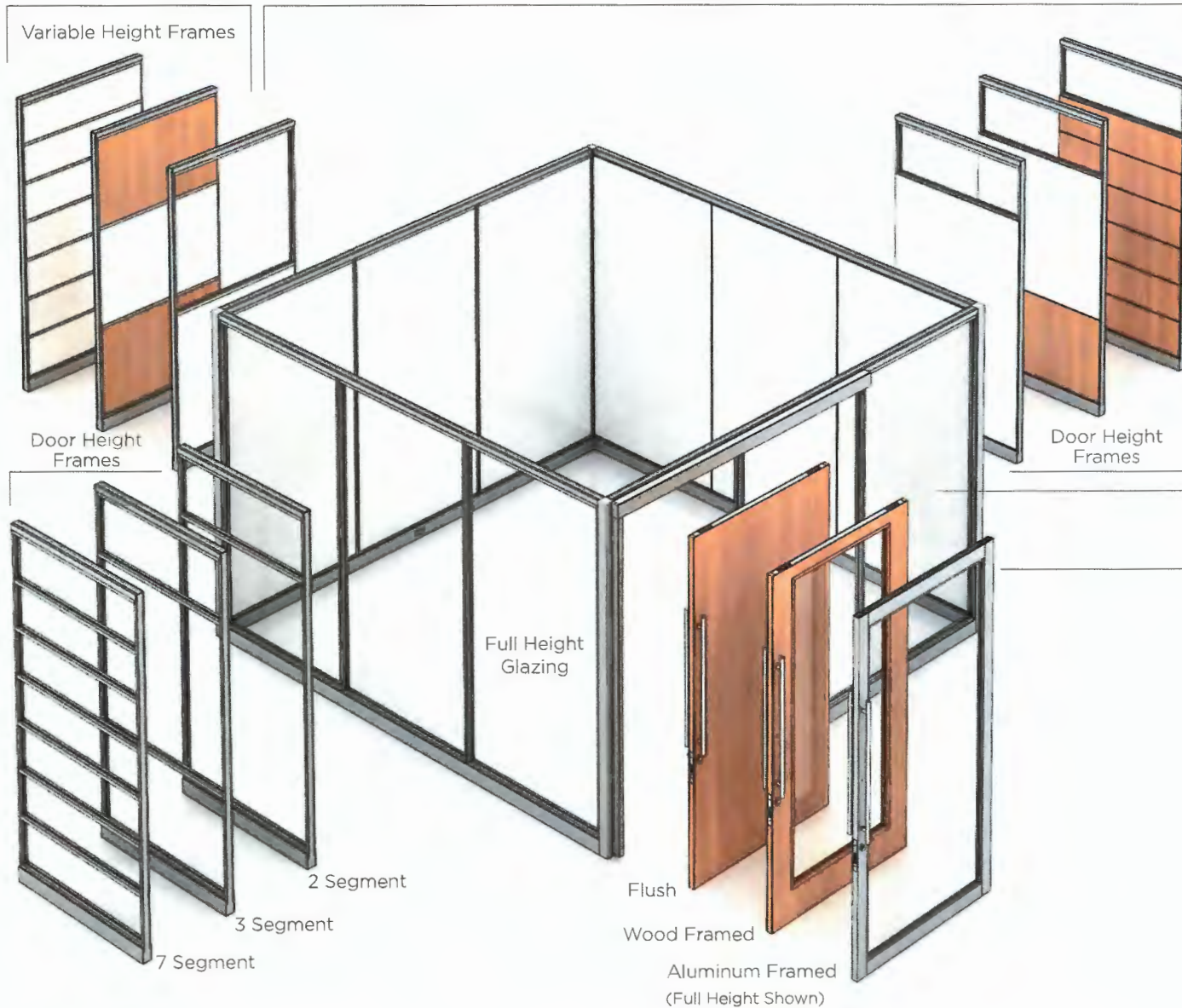
Personalize Volo.

Volo Walls afford designers a creative range of surface material options for varying degrees of privacy and function. Choose from:

- veneer
- tempered and decorative glazing
- tackable/fabric
- writable/magnetic backpainted
- laminate and faux veneer
- glass in a choice of colors

Volo can create the aesthetic of fine custom millwork, or the simple functionality of drywall construction. Plus, the versatile panel sizing conforms to any space dimension requirements. Personalizing Volo Walls couldn't be easier.





INSERT TILES create a inserts combine with c unlimited functional ar
Frame elements are av

The DOOR HEIGHT SE

Beautiful solid OUTSE
Functional segmentati
features wherever they
Visual interest can be
varied materials.

PANEL FRAMES can b
height in 1/2" increme

GLAZED PANELS prov
pattern, color or write

DOORS are available i
doors, swing or sliding
framed style.

DOORS



PUL



WALL START OPTIONS



The Adjustable Wall Start matches frame elements and

Reveal Wall Start creates a subtle, recessed wall

BASE OPTIONS



2" Reveal Base creates a subtle recessed transition to the floor

The 4" Traditional Base gives a framed finish to the panel

8-wire 4-circuit power is available in the 6" Traditional Base

CROWN OPTIONS



Reveal Crown diminishes the visibility of attachment elements

Traditional Crown stands slightly proud of the wall panel



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Trendway.com

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TrendWall Clear >



Trendway

Clear Definitions.

TrendWall Clear, a sleek floor-to-ceiling storefront solution featuring frameless glass — combines high-end aesthetics with high functionality.



Clear Sophistication.

Simple, elegant, impressive — TrendWall Clear imparts an upscale ambience to every environment. The pure flow of glass storefront and transparent corners clearly defines space while complementing any architectural setting.

TrendWall Clear divides and defines space using a combination of aluminum framing elements, architecturally inspired doors and 1/2" tempered glazing. This wall system supports modular power and data, or can be hardwired in the field. With so many options, TrendWall Clear can meet your many personal and functional needs while supporting your sustainability strategies.

Tax Advantages

Be sure to investigate the tax codes in your area, too. TrendWall Clear may save you bundles in taxes — movable walls are often classified as “tangible property” which can be depreciated over just 7 years, vs. drywall’s 39 years. That’s a big difference! See your tax consultant for details.



▲ TrendWall Clear can blend with traditional TrendWall when enhanced privacy, power/data access or design flexibility are desired.



▲ TrendWall Clear defines and divides space while providing a transparent aesthetic with full access to daylight and exterior views.



TrendWall Clear lends upscale sophistication to every space.

Clear Benefits.

- Full-height Pivot Doors and Flush or Full-Lite Sliding Doors to meet unique needs.
- Exceptionally easy to install, with a simple, tool-free glass mounting design.
- Glass/Glass corners bring greater visual access for users while enhancing the environment.
- All extruded aluminum framing elements can be specified in Satin Etch (brushed aluminum look), or one of Trendway's many powder coat finishes.
- All 1/2" tempered glass inserts are available in 3 distinct colors: Clear, Low Iron (colorless), or Frost.



Beautiful architectural door options.



Extruded aluminum frame in a selection of finish options.



Glass corners for open aesthetic, visual access.



Refined architectural details add sophistication.

DOOR OPTIONS



Clear Pivot Door with 72" Ladder Pull.



Clear Sliding Door with frame and D Pull.



Flush Sliding Door with D Pull.

Maximize Performance by Combining TrendWall Clear with our Raised Access Flooring.



Access power and data virtually anywhere within the system grid. Modular floor elements rise 2" above existing subfloor.

TrendWall® Flooring Solution makes reconfiguration easy, with power and data accessible from anywhere in the room — by removing a floor access panel. The low 2½" profile and non-metallic modular construction make it a practical and cost-effective cable management system, whether used in new construction, renovations or integrated into existing spaces.



Choose pre-wired, field-wired or PowerPac floor access.

From training spaces to conference rooms to open environments, our raised access flooring can save you time, money and headaches with every move and reconfiguration you require.



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Trendway has over 45 years of experience with movable walls. For more information on our entire Architectural Products offering including Volo™ Movable Wall, TrendWall® and TrendWall® Flooring Solution, please visit Trendway.com/Architectural.

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TrendWall



Trendway



Tr

Sustainable Space Division — Simplified.

TrendWall, a proven movable wall system engineered for sustainable environments.

For over 45 years, TrendWall has been used in floor-to-ceiling applications around the world. Its simple installation minimizes downtime and practically eliminates mess and waste. Plus, it can be rapidly reconfigured without demolition and using only a handful of trades. TrendWall responds with ease to support an organization's changing needs.

TrendWall by its nature is a sustainable solution, ensuring reduced resource consumption and less waste to landfill. It has received BIFMA **level® 1** furniture sustainability certification from NSF international. And with SCS Indoor Advantage® Certification on all components, TrendWall helps address indoor air quality while contributing points for LEED projects.

Tax Advantages

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^ TrendWall integrates beautifully into existing building interiors.

< A wide range of surface material and glazing options provide design flexibility.





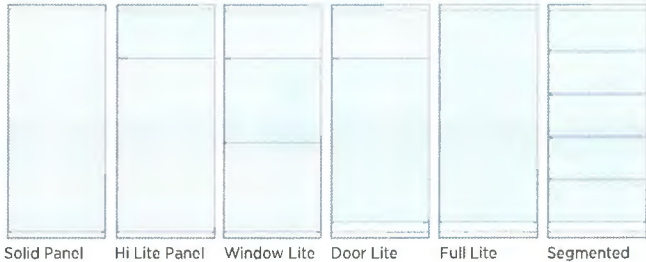
TrendWall defines manufacturing environments and office spaces with the use of glass and solid panels — ensuring visual access yet effectively dividing the space.

Seamless Integration.

Effortlessly blend TrendWall into many building environments.

TrendWall offers flexible architectural planning, expanded capacity for utility and technical infrastructure, and integration with both existing building infrastructure and systems furniture. With a broad palette of standard surface materials and finishes, plus the ability to support a wide range of custom and special materials, TrendWall can seamlessly harmonize in any environment.

PANEL CHOICES



TrendWall power can be routed and accessed through vertical pilasters. A 4" vinyl base is available in a variety of colors to match your interior.



Pilasters can easily accommodate your choice of lighting controls.

DOOR OPTIONS



Maximize Performance by Combining TrendWall with Our Raised Access Flooring.



Access power and data virtually anywhere within the system grid. Modular floor elements rise 2" above existing subfloor.

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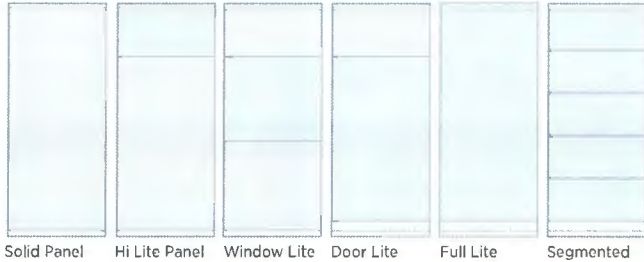
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TrendWall[®]

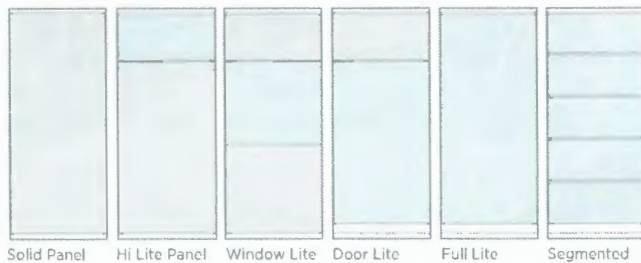
For over 40 years, TrendWall has been used in floor-to-ceiling applications around the world. Its simple installation minimizes downtime and practically eliminates mess and waste. Plus, it can be rapidly reconfigured without demolition and using only a handful of trades. A proven performer, TrendWall responds with ease to support an organization's changing needs.



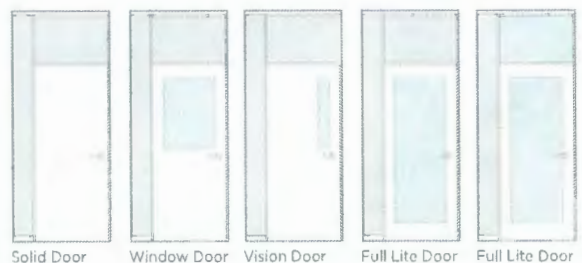
TrendWall >

TrendWall offers flexible architectural planning, expanded capacity for utility and technical infrastructure, and integration with both existing building infrastructure and systems furniture. With a broad palette of standard surface materials and finishes, plus the ability to support a wide range of custom and special materials, TrendWall can seamlessly harmonize throughout an environment.

TrendWall has earned certification as a CarbonNeutral product from The CarbonNeutral Company, a world-leading provider of carbon reduction solutions. And with SCS Indoor Advantage Certification™ on all components, TrendWall also helps address indoor air quality while contributing points for LEED projects. In addition, TrendWall is BIFMA Level 1 certified.



Solid Panel Hi Lite Panel Window Lite Door Lite Full Lite Segmented



Solid Door Window Door Vision Door Full Lite Door Full Lite Door & Transom



Solid Sliding Door Full Lite Sliding Door Solid Double Door



TrendWall®

Flooring
Solution



Trendway

TrendWall Flooring Solution >

Maximize Performance Through Flooring.

TrendWall Floor brings power, data, flexibility, and speed to your space.

TrendWall Flooring Solution is the intelligent approach for cable management in today's commercial interiors. While traditional wiring systems may be difficult to access and often require significant downtime for teams when moves, adds and changes are required, TrendWall Floor simplifies the process all around.

Modular TrendWall Floor makes reconfiguration easy, with power and data accessible from anywhere in the room — by removing a floor access panel. The low 2½" profile and non-metallic modular construction make it a practical and cost-effective cable management system, whether used in new construction, renovations or integrated into existing spaces.

From training spaces to open places, TrendWall Floor brings efficiency and performance to your power and data needs.



Electrical floor access boxes allow access to power and data virtually anywhere within the system grid.



Modular floor elements provide 2" lift off existing subfloor.



Floor access boxes can be selected as pre-wired or be field wired with Trendway PowerPac 8-wire, 4-circuit electrical elements.

For more information on our entire Architectural Products offering including Volo™ Movable Wall, TrendWall®, and TrendWall® Clear, please visit Trendway.com/Architectural.

Trendway Products are tested for conformance to SCS Indoor Advantage™ or Indoor Advantage Gold™ requirements. Visit Trendway.com/scs to view SCS Indoor Advantage certificates for specific Trendway products.

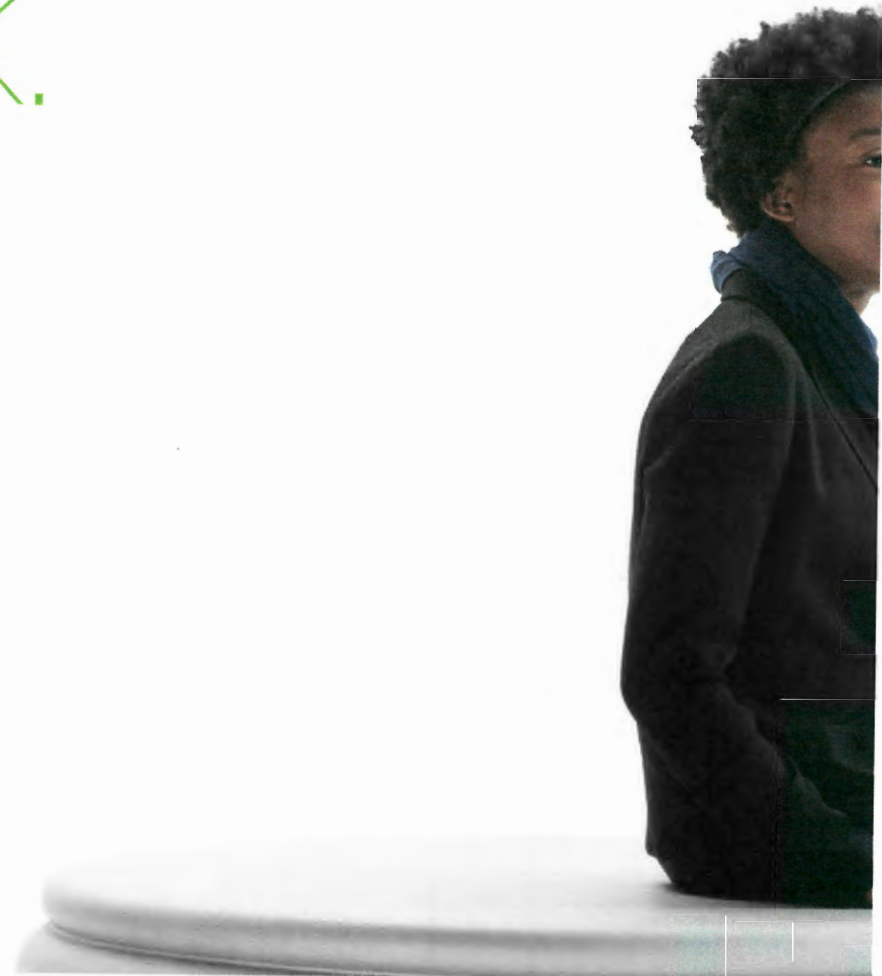


Feeek™



Exclusively by Trendway >

Meet Feek.



Feek Fits.

Create a place people will love — and remember! Feek brings every kind of space to life with color, fun and comfort. It's also light and easy to re-arrange to suit the moment. Make people smile ... it's almost irresistible!

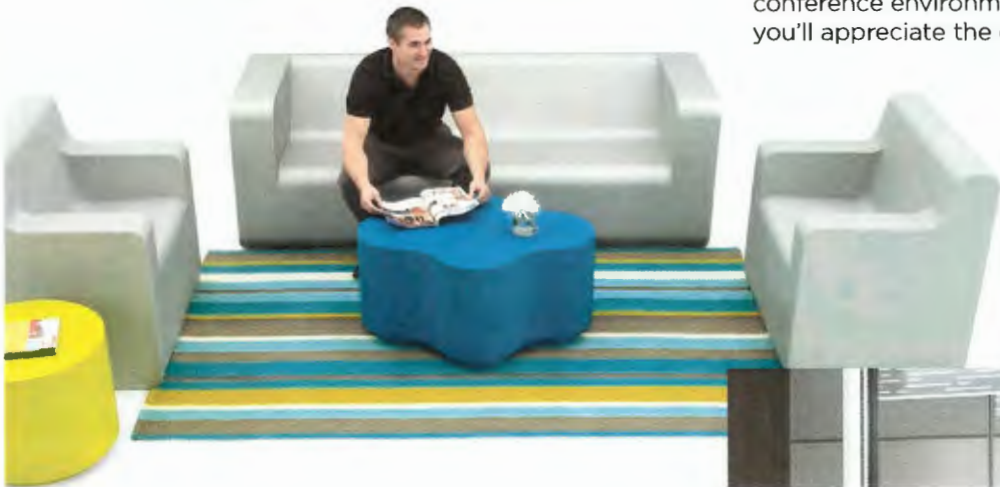
Public

Choose Feek for public seating areas. It's comfortable, easy to clean and maintain — plus it's highly durable, meeting the industry standard for heavy duty usage.



Casual

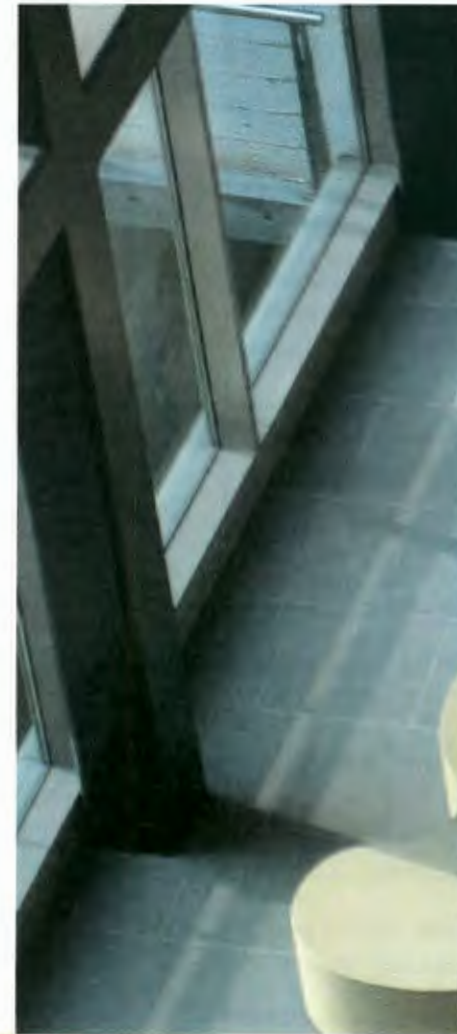
Feek Fundamentals are ideal for collaborative spaces and meeting places. From waiting areas to creative conference environments, to casual social settings, you'll appreciate the comfort and ease Feek delivers.



Unique. Feek.

See how far creativity can go! Feek custom capabilities give architects, designers — or anyone who wants to make a unique statement — freedom to bring their vision to life.

Envision branded or themed environments with a touch of fun, or integrated elements that enhance a building's architecture while meeting users' needs. Feel free to create furnishings that extend your creative vision to elements visitors will touch, interact with, and remember.





Feek Geek.

What
Feek (C
needs

Proven Used in Europe for more than 45 years of furniture.

Water-Based Topcoat In the furniture industry, our new water-based topcoat is just for Feek NA with a low VOC.

Seamless, Bonded The seamless, bonded surface leaves no visible joints.

Moisture Resistant The moisture resistant coating prevents water damage.

Hygienic Cleans easily with hospital disinfectants.

Supportive Stable support without a spring.

Fire Tested Passes fire testing (CAL 117).

Durable Meets the requirements for heavy-duty seating.

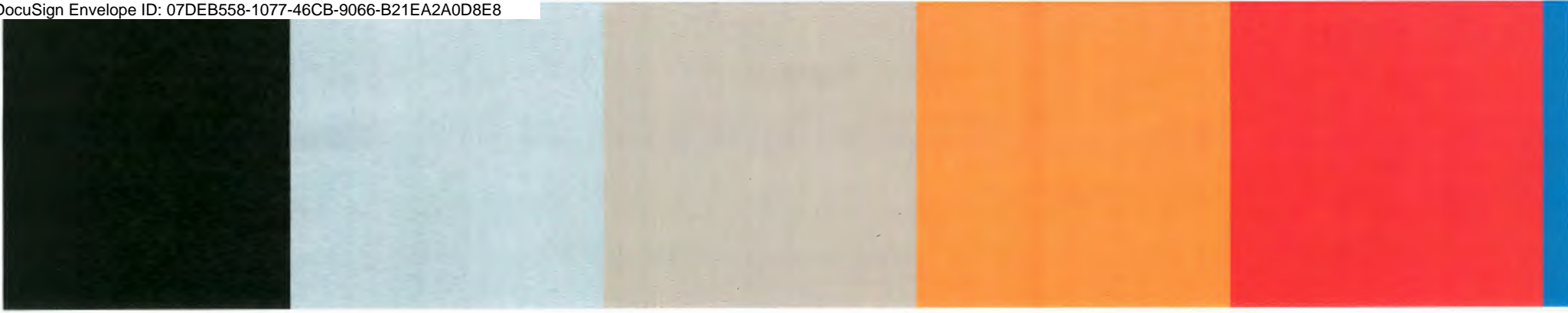
Certified Foam Our certified polyurethane foam is purchased to create a high-quality product.

Simple No interior padding. The polyurethane foam is a strong, resilient 3-layer design.

Prevents Injury No internal framework to fall against.

Feet for Breathability The mesh fabric allows feet to breathe and re-expand for relaxation.

American Made Manufactured in a state-of-the-art facility.



Feek Finicky. Be Choosey.

Select the custom color you need. We can match most Pantone® and RAL colors.

Find Your Feek.



Whether you're a kid or just want to feel like one, Feek brings out the playful side in everybody. Surprisingly light and easy to move, people love to create and re-create their own perfect combinations for waiting, meeting, thinking, or dreaming.



A Peek at Feek

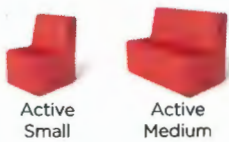
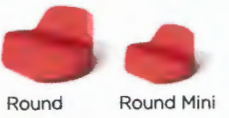
Blobby



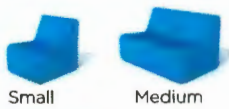
Q-Bee



Orca



Soft Corner



Trendway >



FeekNA.com

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Feek[®] Shimoda[™] Shapes



Introducing Shimoda Shapes by Shimoda Design Group.

We're excited to partner with Joey Shimoda and his team to introduce a new line of coated foam solutions that extend the design possibilities and expand the fun! The line will be available later this fall and include a variety of pieces — including the Shimoda Design Group's pet muse, Phoebe. With Feek coated foam, so many things are possible. Let Shimoda Shapes inspire your thinking and expand your vision with coated foam.

Shimoda™ Shapes

Phoebe

Phoebe the Wire Fox Terrier is muse and symbol of the Shimoda Design Group. Her classic silhouette comes to life in Feek coated foam as a graceful yet playful element that will enliven any space. As Shimoda explains, "She embodies intelligence with beauty, reflects discerning taste, and offers a very distinct point of view".



Height: 22", Width: 7",
Length: 25.5"

Super Lounge

Reflecting the tension between lounge (almost horizontal) posture and super lounge (horizontal) posture, this design resolves both in a single piece. Landscape interest builds as they are grouped in multiples.



Height: 22", Width: 19",
Length: 90"

Low Lounge

Making it clear one wishes to recline and relax, the Low Lounge takes users low and horizontal while supporting the body's natural curves. Whether placed side-by-side or lined up in rows, the Low Lounge creates an interesting landscape through color and shape.



Height: 25", Width: 18",
Length: 64.5"

Work Lounge (Picnic Basket)

The most progressive shape in the debut series, the Shimoda Design Team challenged the surface to become a work surface as well as a seating surface. Designed to create the feeling of surrounding a campfire, it allows for various postures: sit, stand, or lie down - all Phoebe commands!



Section A
Height A: 30", Width: 84",
Length: 60"

Section B
Height B: 42", Width: 84",
Length: 60"



Our new Shimoda Shapes will be offered in our standard Feek colors. Custom colors are possible. Visit Trendway.com to learn more.

PS-Shimoda June 2014.



Frederik van Heereveld Designer Biography

When heart meets skills, something beautiful appears. Frederik van Heereveld is a Belgium-based innovator who is passionate about design and product development. His broad interests and abilities have led him to projects in diverse industries, including automotive, interiors, graphic design, consumer products, lighting, and furniture. His ultimate recognition has been the Elle International Design Award (EDIDA) for most talented designer 2005/2006.

Frederik's experience includes work with international firms like Owens Corning and Quasar. His talent and love for furniture design ultimately led to the Feek design initiative, steeped in modern design, function and comfort. He continues to provide innovative designs and inspiration to Feek North America.

Products and Collections

- | | | | |
|--------|---|--------|--|
| 2000 | Automotive, product, furniture design: Enthoven Ass. Design consultants | 2007-9 | Designer/Art Director, Bruynzeel Kitchens |
| 2001 | Automotive design: Owens Corning, (USA) | 2008 | Design Diamonds Collection, FEEK NL |
| 2001 | Automotive, product, furniture design: Pilots product design (NL) | 2008 | Designer, KWANTUM |
| 2002 | Furniture Collections: Gerard vanden Berg Design | 2008 | Designer, FREEK www.freek.nl |
| 2003 | Automotive interior concept for Berco / DAF | 2008 | Concept/Product Design, Right to Play/Olympics Beijing |
| 2003 | "Be-Light" Cardboard lamps for Quasar, Giessen | 2008 | Designer interior projects Rabobank |
| 2003 | "KABA" Upholstered fauteuil for LABEL, Breda | 2008 | Art Director, Bruynzeel Kitchens, Bergen op Zoom |
| 2004 | "ORCA-LINE" Coated furniture for FEEK, Antwerp | 2008 | WALLSTIX acoustic panel collection for FEEK NL |
| 2004-5 | Product development: Karim Rashid and LABEL | 2008 | FEEK BAR, Antwerp |
| 2005 | "LAY-O-LINE" Furniture: FEEL GOOD, Rotterdam | 2008 | Opening / B&B concept HOME@FEEK, Antwerp |
| 2005 | "SLICED" coated furniture collection for FEEK NL | 2009 | Product Design Consultant, Brandfriend, Arnhem |
| 2006 | "Q-Couch", for FEEK NL | 2010 | Collaboration, Inflate, London |
| 2007 | Launch Concept: "Coolwing" www.coolwing.be | 2011 | Opening/Hotel concept SUITES@FEEK, Antwerp |

Projects: Bloomberg, Nike, Audi, Sony

Trendway. >





Case Study

The Bank of Holland

Customer

The Bank of Holland

An independent full-service financial institution with an emphasis on business customers.

Dealer

Modern Office Interiors

Design

Marife VanderSchuur and Elizabeth Wiel, Trendway

Location

Grand Haven, Michigan

The Challenge:

- Create an attractive, upscale environment that combines modern attitude with a traditional feel.
- Provide a welcoming environment for The Bank of Holland's distinctive, personalized approach to their customers.
- Create a functional workspace that supports the needs of a private financial services business.
- Integrate movable walls into the environment to save time and reduce waste.



Case Study | The Bank of Holland



Capture creates beautiful and highly functional transactional teller stations. Special Intrinsic standing-height welcome station greets customers.



Volo private offices offer upscale, light-filled spaces perfect for consulting with customers. Volo can offer the degree of visual and auditory privacy required.

When the The Bank of Holland opened a new branch in Grand Haven, their goal was a clean, streamlined interior to complement the renovated historic space they had chosen. Trendway's new Capture™ System and Volo™ Movable Walls offered the perfect solution.

Three Capture "teller stations" are positioned to greet customers. Volo panels enclose private offices furnished with freestanding Trig® elements. Volo also beautifully defines several conference areas.

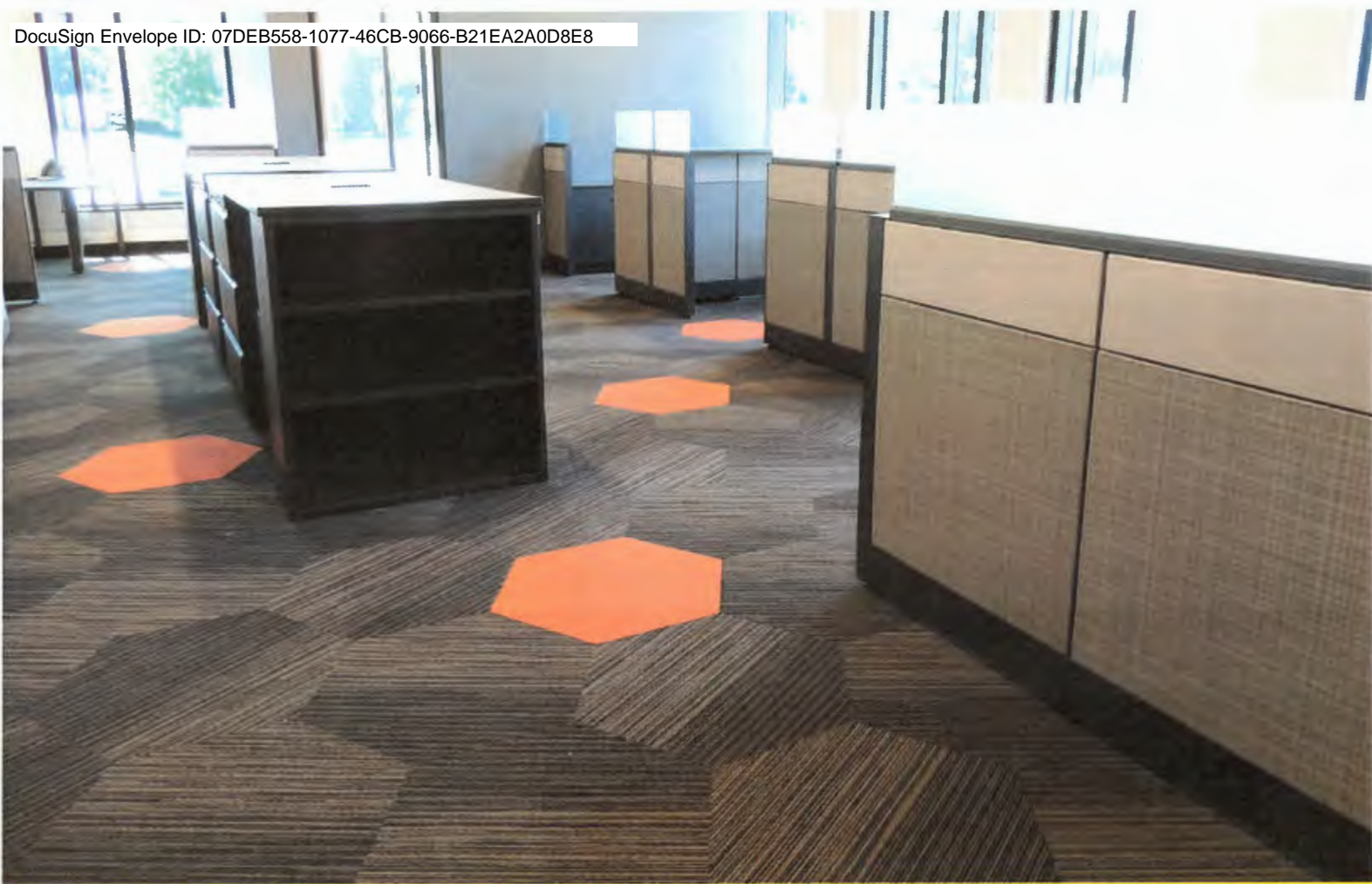
Throughout the space, different height panels and glazing choices are used to provide the privacy needed within each area. Volo Walls also provide the degree of acoustic privacy required.

The space features several unique custom solutions developed to meet the bank's specific needs.

"It was very helpful that the decision makers were open to ideas in terms of design layout, colors, and new ways of working", says lead designer Marife VanderSchoor. "Collaboration was definitely key".

"All the finishes work together," designer Elizabeth Wiel explains. "And our different products integrate to create solutions and meet different budget requirements. It's a huge advantage to working with Trendway."

"The project was a real challenge," admits Jana Potts, The Bank of Holland Facilities Manager. "But we really, really love the results."



Case Study

Big Dutchman



Big Dutchman

Customer

Big Dutchman *Manufacturer of livestock farming equipment with worldwide sales and manufacturing locations in Germany, Malaysia and Brazil. Headquartered in Holland, Michigan, USA.*

Dealer: Andrea Boss, AKB Design Concepts

Architect: J Andrew Baer

Design: Liz Wiel, Trendway Corporation

Location: Holland, Michigan

The Challenge:

- Provide a comprehensive solution that enables future growth and reconfiguration with ease
- Create welcoming, light-filled environments that foster communication and employee engagement
- Provide design options to support a variety of work styles and requirements
- Design a space that reflects their brand identity

Trendway >





In planning their new headquarters building, the Big Dutchman company wanted an environment that fostered a culture of openness and collaboration. At the same time, leadership knew that people in different functions would require greater or lesser degrees of privacy. A one-size-fits-all approach wouldn't work. And beyond the initial design, the fast-growing company needed a solution that would be as easy as possible to reconfigure as the company grows.

Dealer Andrea Boss listened closely to their team's thoughts and ideas. She knew the Capture[®] System, combined with versatile Trendway storage, would easily meet their needs — and it's the simplest system to install and reconfigure on the market.

She also knew that Trendway's track record of reliable performance would ensure they could meet a challenging installation schedule. "I trust Trendway with honoring obligations and exceeding expectations," says Boss.

The lower-profile workstations create an open office landscape, meeting individual needs and allowing daylight and views for users. Multi-function elements like cushioned movable peds and stand-up filing stations encourage ad-hoc collaboration.

Challenge met!



Lower panel heights create a more open environment and let the natural light flood the space



Feek® Fundamentals

Project | University of Calgary



Location: Calgary, Alberta Canada

Installation: 2014

Designers: Whitney Bastedo and Tamie Sinclair (McCrum's),
and the U of C Campus Architecture Office

Dealer: McCrum's Office Furnishings



Fun, colorful Feek draws students to this indoor atrium space on the University of Calgary campus

Project | University of Calgary



Contact us at
Design@feekna.com



This installation in the University of Calgary was designed in part to re-engage students into an unused campus atrium space.

The customer needed a product that could be used in a humid environment and was easy to clean and maintain. They chose Feek for its durability, comfort, fun shapes and colors — all sure to attract student engagement.

Feek also prevents injury, with no sharp edges or rigid framework to fall against. It offers firm, stable and comfortable support. Durable and lightweight, it's easy to arrange and re-arrange as needed.



Exclusively by **Trendway** >

Feek[®] Fundamentals

Project | Juvenile Detention Center



Location: Juvenile Detention Center, Southwestern U.S.
Installation: 2014



Project | Juvenile Detention Center



Contact us at
Design@feekna.com



Feek is fun, but practical too - a great solution for environments like this juvenile detention center in the Southwest where over 300 pieces are in use. The subdued colors were chosen to help create an inviting, calming environment.

Feek prevents injury, with no sharp edges or rigid framework to fall against. It offers firm, stable and comfortable support. Durable and lightweight, it's easy to arrange and re-arrange as needed.

The seamless, bonded surface leaves no place for germs and soil to hide - food and liquids wipe right up. It cleans easily with general purpose and disinfectant cleaners.



Exclusively by Trendway >

Feek™ Custom Elements

Project | Maria Regina Elementary School



Location: Steenbergen, Netherlands

Contact us at
Design@feekna.com



Elementary schools are a perfect place for Feek fun!

These creative custom shapes can be easily arranged for class time, story time or play time. Soft corners and simple foam construction means no injuries from hard or sharp furniture edges, too

Easy cleaning makes Feek a great choice for cafeterias.

And Feek NA is certified lead-free, with a water-based top coat!

Exclusively by **Trendway** >

www.feekna.com

Feek™ Custom Elements

Project | Glenstal Abbey School



Location: Limerick, Ireland

Architect: Kraaijvanger



Contact us at
Design@feekna.com

Glenstal Abbey in Limerick, Ireland, houses a boy's boarding school that looks a bit like Hogwarts - on the outside. Inside it's strictly up-to-date, with a decidedly modern feel.

Feek Custom Elements, sporting the school color, provide comfortable, easy-to-maintain places for students to learn and socialize.

Certified lead-free, easy to clean, and with a water-based top coat, Feek NA is ideal for student spaces.



Exclusively by Trendway >

www.feekna.com

Feek™ Custom Elements

Project | Amsterdam University of Applied Sciences

Location: Amsterdam, Netherlands



The Amsterdam University of Applied Sciences (Hogeschool van Amsterdam) is based in a community where different nationalities live and work together and where the English language is largely spoken. The University seeks to provide the best educational opportunity as well as cutting- edge research.

Project | Amsterdam University of Applied Sciences



Contact us at
Design@feekna.com

Feek Custom elements can blend with a building's architectural elements to create inviting furniture that offers comfort, visual interest and performance.

The seamless, bonded surface is hygienic. It resists food and liquids and can be cleaned with general purpose or disinfectant cleaners, so it's perfect for public spaces.

Feek™ Custom Elements

Project | Utrecht University



Location: Utrecht, Netherlands

Installation: 2007

Designer: Hoek Architectuur



Project | Utrecht University



Contact us at
Design@feekna.com

Educational environments are a natural application for Feek designs. The creative, colorful and comfortable elements are irresistible.

Maintenance is simple, and with no hard or sharp edges, no rigid framework to fall against, injuries can be prevented. Food and liquids can't penetrate the coating. Spills are quickly towel dried. Easy maintenance makes Feek ideal.



Exclusively by Trendway >

Feek™ Custom Elements

Project | Netherlands Institute for Sound and Vision



Location: Hilversum, Netherlands

Installation: 2009

Designer: Mette Hoekstra, Studio Mette



The Netherlands Institute for Sound and Vision houses one of the largest audiovisual archives in Europe. Its architecture embodies a bold, colorful high-tech vision.

Project | Netherlands Institute for Sound and Vision



Contact us at
Design@feekna.com

Custom Feek seating in the cafe area complements the colors and clean-edged architectural elements of the space while adding welcome elements of softness and comfort.

Feek is easy to maintain in high-use eating areas and can improve ambient acoustics.



Exclusively by Trendway >

Feek™ Custom Elements

Project | Public Library



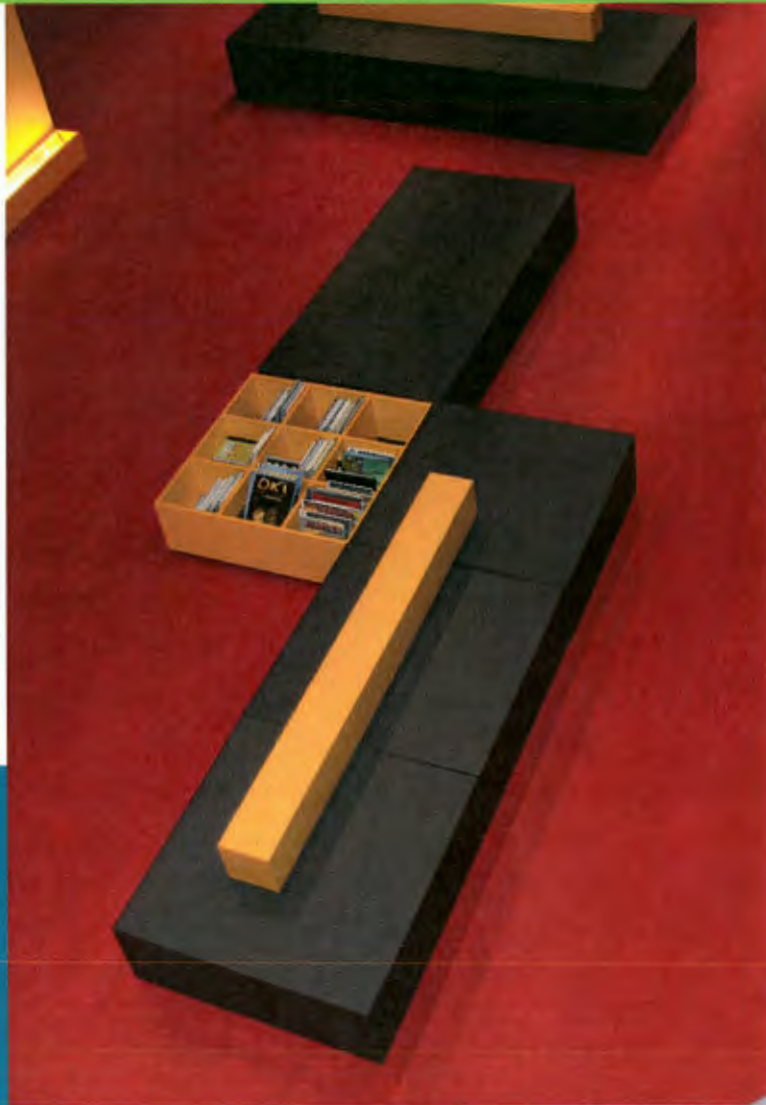
Location: Deurne, Netherlands

Installation: 2007

Designer: Atelier Mario Kortooms



Project | Public Library



Contact us at
Design@feekna.com

In this library installation, welcoming Feek elements invite patrons to curl up (or lie down) with a good book.

Clean, simple shapes integrate with building architecture to offer comfortable, supportive seating and reclining. Resilient edges prevent injuries from falls. Hygienic and easy to maintain, Feek cleans easily with general purpose and disinfectant cleaners.



Exclusively by **Trendway** >

Feek™ Custom Elements

Project | Book Mountain



Location: Spijkenisse, Netherlands



Boekenberg Bibliotheek Spijkenisse - the Spijkenisse Book Mountain - isn't a normal library. This stunning structure has received multiple architectural awards. The "mountain of books" illuminates from within and serves as both an advertisement and an invitation to reading. Feek Custom elements are a perfect complement.

Exclusively by Trendway >

Project | Book Mountain



Contact us at
Design@feekna.com

The highly imaginative Feek elements in Book Mountain extend the invitation to enter the space and read.

The evocative shapes were designed to blend with the building's architecture while offering visual interest, comfort, and ease of maintenance in a public space.

Feek Custom gives architects and designers freedom to create furnishings that extend their creative vision to the elements that visitors will use, touch and interact with.



Exclusively by Trendway >

Feek™ Custom Elements

Project | Government of Rotterdam



Location: Rotterdam, Netherlands

Installation: 2007



Project | Government of Rotterdam



Contact us at
Design@feekna.com

Government facilities definitely need to welcome and serve their citizens.

Feek brightens and warms this government office with inviting shapes and colors, while offering easy cleaning and maintenance - and important element for public spaces.



Exclusively by Trendway >

Feek™ Custom Elements

Project | Nuon Energy



Customer: Nuon Energy
Providing electricity, gas, and heat in the Netherlands, Belgium, and the United Kingdom

Location: Amsterdam, Netherlands

Installation: 2014

Architect: Heyligers Amsterdam

Dealer: Gielissen Neos



Project | Nuon Energy



Nuon Energy commissioned a total transformation of their Amsterdam office building into a modern mixed-use space and a fully open, flexible work environment. The finished project was awarded a BREEAM “Very Good” rating*.

Feek is perfect for the fresh, lively ambiance of the space. The custom color harmonizes with the sophisticated palette of Scandinavian colors and pale wood. And Feek’s easy care and performance meet the needs of a busy multipurpose environment.

* Building Research Establishment Environmental Assessment Methodology, the most widely recognized sustainable building certification in Europe. “Very Good” is comparable to a LEED Gold rating.

Feek™ Custom Elements

Project | Shell Oil/Coors



Location: Amsterdam, Netherlands

Installation: 2009

Designer: Fokkema Architecten, Delft



Project | Shell Oil/Coors



Contact us at
Design@feekna.com

Custom Feek designs take a cue from nature in this Shell Oil NL project. The soft, organic forms create an inviting contrast to the hard architectural elements of the space.

Complex organic shapes are simple to create with Feek, and most colors can be matched to enhance the finished design.



Exclusively by Trendway >

Feek™ Custom Elements

Project | NHL Gispen



Location: Leeuwarden, Netherlands

Installation: 2009

Designer: Architectuur Studio HH, Amsterdam



Project | NHL Gispén



Contact us at
Design@feekna.com

Gispén is a name synonymous with classic design.

Feek offered the flexibility to create furniture elements to enhance that image. At the same time, Feek maintains a practical approach to comfort, safety, and maintenance for shared spaces.



Exclusively by Trendway >

Feek™ Custom Elements

Project | Agoria



Location: Brussels, Belgium



Agoria is Belgium's largest employers' organization and trade association. Members are active in all branches of technology industries.

Project | Agoria



Contact us at
Design@feekna.com



“No future without technology” is the Agoria mantra.

Custom Feek blends seamlessly into the architecture of the company headquarters, enhancing their brand that reflects a futuristic vision.

The sharply-defined design contours do not sacrifice comfort or ease of maintenance.

Feek™ Custom Elements

Project | Feek Suites



Location: Antwerpen, Belgium

Installation: 2011

Designer: Frederik van Heereveld



Project | Feek Suites



Contact us at
Design@feekna.com

See how far creativity can go in the luxury Feek Suites hotel in the heart of Antwerp.

Ideas are almost unlimited - headboards, occasional seating, bath, reception station. Feek can bring design visions to life.



Exclusively by Trendway >

Tab 9

- Required Documents
- Additional Required Documents (Appendix H)
- Acknowledgment & Acceptance of Region 4 ESC Open Records Policy (Page 4).

Appendix H:

ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #6 Ownership Disclosure Form
- DOC #7 Non-Collusion Affidavit
- DOC #8 Affirmative Action Affidavit
- DOC #9 Political Contribution Disclosure Form
- DOC #10 Stockholder Disclosure Form

New Jersey vendors are also 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.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

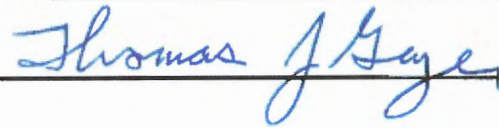
Clean Air and Water Act

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

Potential Vendor: Trendway Corporation - Tom Geyer

Title of Authorized Representative: Environmental Engineer / Sustainability Manager

Mailing Address: PO Box 9016, Holland, MI 49422

Signature: 

DOC #2

Debarment Notice

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

Potential Vendor: Trendway Corporation - Matt Hinueber

Title of Authorized Representative: Contracts Manager

Mailing Address: PO Box 9016, Holland, MI 49422

Signature: 

DOC #3

LOBBYING CERTIFICATION

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

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

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



Signature of Respondent

12/3/14

Date

DOC #4

CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

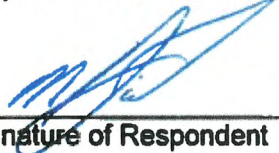
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons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

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

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

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Respondent

12/3/14

Date

DOC #5

**ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)**

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

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

Vendor Trendway Corporation

Address PO Box 9016

Holland, MI 49422

Phone 616-399-3900

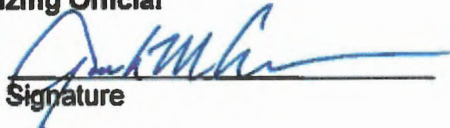
Fax 616-399-0668

Offeror 

Signature

Matt Hinueber
Printed Name

Contracts, Manager
Position with Company

Authorizing Official


Signature

Jack Chance
Printed Name

CFO
Position with Company

DOC #6

**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: Trendway Corporation

Street: PO Box 9016, 13467 Quincy Street

City, State, Zip Code: Holland, MI 49422

Complete as appropriate:

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

OR:

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

OR:

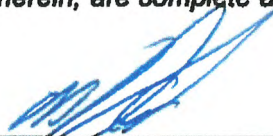
I Matt Hinueber, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself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

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

Name	Address	Interest
<u>Donald Herringa</u>	<u>173 Oakwood, Holland, MI 49424</u>	<u>75%</u>
<u>Trendway Employees (ESOP)</u>	<u>13467 Quincy Street, Holland, MI 49424</u>	<u>25%</u>

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

12/3/14
Date


Authorized Signature and Title

DOC #7

NON-COLLUSION AFFIDAVIT

Company Name: TRENDSWAY Corporation

Street: 13467 Quince

City, State, Zip Code: Holland, MI 49424

State of New Jersey

County of _____

I, Matt Hinuber of the Holland
Name City

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

I am the CONTRACTS MGR of the firm of TRENDSWAY Corporation
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 the Contracting - Purchasing OFFICIAL 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

TRENDSWAY Corporation
Company Name

Matt Hinuber CONTRACTS
Authorized Signature & Title

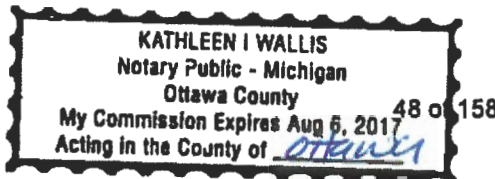
Subscribed and sworn before me

this 26 day of NOV, 2014
Kathleen I Wallis

Notary Public of Ottawa County

My commission expires Aug 6, 2017

SEAL



HR

DOC #8

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

Company Name: TRANSWAY CORPORATION
Street: 13467 QUINCY STREET
City, State, Zip Code: HOLLAND, MI 49424

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are 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
- 3. A complete Affirmative Action Employee Information Report (AA302) _____ **X**

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.

12/03/2014
Date

[Signature]
Authorized Signature and Title

STATE OF NEW JERSEY
 Division of Purchase & Property
 Contract Compliance Audit Unit
 EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf_aa36_eo1.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 38-1864337	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1 MFG <input type="checkbox"/> 2 SERVICE <input type="checkbox"/> 3 WHOLESALE <input type="checkbox"/> 4 RETAIL <input type="checkbox"/> 5 OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 311				
4. COMPANY NAME Trendway Corporation						
5. STREET 13467 Quincy Street	CITY Holland	COUNTY Ottawa	STATE MI	ZIP CODE 49424		
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE SO INDICATE) N/A			CITY	STATE	ZIP CODE	
7. CHECK ONE. IS THE COMPANY <input checked="" type="checkbox"/> SINGLE ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI ESTABLISHMENT EMPLOYER						
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ						
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT						
10. PUBLIC AGENCY AWARDED CONTRACT						
			CITY	COUNTY	STATE	ZIP CODE
Official Use Only	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER			

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN	
Officials/ Managers	32	20	12	1					19				1	11
Professionals	44	24	20			1		23	1					19
Technicians	11	10	1				1	9		1				
Sales Workers	8	3	5		1			2						5
Office & Clerical	33	6	27					6	1	1	2			23
Craftworkers (Skilled)	22	16	6				3	13					4	2
Operatives (Semi-skilled)	159	127	32	3	11	3	17	93		4	1	1		26
Laborers (Unskilled)	0	0	0											0
Service Workers	2	0	2											2
TOTAL	311	206	105	4	12	4	21	165	2	6	3	6	88	
Total employment from previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1 Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3 Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1 YES <input type="checkbox"/> 2 NO <input checked="" type="checkbox"/>	15. IF NO. DATE LAST REPORT SUBMITTED MO DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 11/26/2014 To: 12/03/2014		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Trisha Libby	SIGNATURE 	TITLE Human Resource Generalist	DATE MO DAY YEAR 12 03 2014		
17. ADDRESS NO. & STREET 13467 Quincy Street	CITY Holland	COUNTY Ottawa	STATE MI	ZIP CODE 49424	PHONE (AREA CODE, NO. EXTENSION) 616 - 994 - 5346

**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.

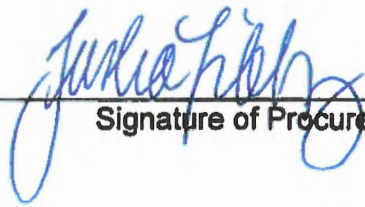
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, 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 it 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).

A handwritten signature in blue ink, appearing to read "Julia P. Kelly", is written over a horizontal line.

Signature of Procurement Agent

DOC #9

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 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

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 www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should **edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, they list all legislative districts in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

DOC #10

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: TRENDWAY Corporation

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 Proprietorship, Corporation, Sole, 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:

Table with 2 columns (Name, Home Address) and 4 rows. Row 1: DONALD G. BEERINGA (75%), 173 OAKWOOD HOLLAND, MI 49424; TRENDWAY ESOP TRUST, 13467 QUINCY ST. HOLLAND, MI 49424.

Subscribed and sworn before me this 26 day of NOV 2014. (Notary Public) KATHLEEN I WALLIS. My Commission expires: Aug 6 2017. (Affiant) Matthew J. Hinuber. (Print name & title of affiant) matt hinuber CONTRACTS.

Handwritten signature: Matt Hinuber CONTRACTS 11-26-14

Notary Seal: KATHLEEN I WALLIS Notary Public - Michigan Ottawa County My Commission Expires Aug 6, 2017 Acting in the County of Ottawa

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

18th

day of

February

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the Sourcewell Cooperative Contract 062117-BAN – Grounds Maintenance Equipment, Attachments, Accessories, and Related Services by the Road & Bridge Department to purchase one (1) Intimidator 18XP Brush Bandit from K & K Supply, Inc., as well as the disposal of one (1) 2006 Morbark Hurricane 18 Chipper, fixed asset tag 15566 by sale.

The terms of the cooperative contract are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal Form.

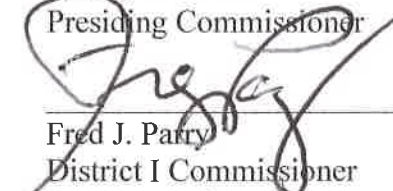
Done this 18th day of February 2020.

ATTEST:

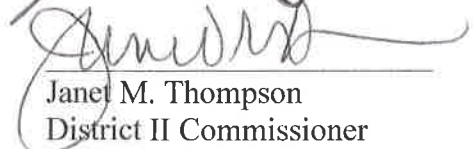

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: February 5, 2020
RE: Cooperative Contract: Sourcewell Contract #062117-BAN – Grounds Maintenance Equipment, Attachments, Accessories, and Related Services

Road & Bridge requests permission to utilize the Sourcewell cooperative contract *062117-BAN – Grounds Maintenance Equipment, Attachments, Accessories, and Related Services* to purchase one (1) Intimidator 18XP Brush Bandit from K & K Supply, Inc.

Cost of the purchase is \$57,283.12 and will be paid from department 2040 – PW Maintenance Operations, account 92300 – Replacement Machinery & Equipment.

This is a replacement purchase and the 2020 budgeted amount was \$77,200.00.
Budgeted sale value is \$20,000.00

The contract price is \$57,283.12 less expected sales price of \$20,000.00 yielding a net cost of \$37,283.12

The Purchasing department requests permission to dispose of the following equipment by sale:

2006 Morbark Hurricane 18 Chipper
Fixed Asset Tag 15566

cc: Greg Edington, RB
Contract File

BOONE COUNTY
Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 01/10/2020

Fixed Asset Tag Number: 15566

FEB - 5 2020

Description of Asset: 2006 Morbark Hurricane 18 Chipper

BOONE COUNTY AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): SN: 51155; Hours: 485

Condition of Asset: Fair

Reason for Disposition: Unit is planned for replacement in FY2020.

Location of Asset and Desired Date for Removal to Storage: NA

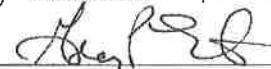
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature



To be Completed by: AUDITOR

Original Acquisition Date 5/5/06

G/L Account for Proceeds 2040-3835

Original Acquisition Amount 36,500.00

Original Funding Source 2741

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 83-2020

Date Approved 2/18/2020

Signature 

**PURCHASE AGREEMENT
FOR
INTIMIDATOR 18XP BRUSH BANDIT**

THIS AGREEMENT dated the 18th day of February 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **K & K Supply, Inc.**, herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) **Intimidator 18XP Brush Bandit**, the K & K Supply quotation # 103495, Sourcewell cooperative contract **062117-BAN** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Sourcewell contract **062117-BAN** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Intimidator 18XP Brush Bandit as follows:

Intimidator 18XP - Brush Bandit 18" Drum-Style	\$56,383.12
Freight Cost	\$900.00
Grand Total:	\$57,283.12

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 90 days after receipt of order. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Road & Bridge Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

K & K SUPPLY, INC

BOONE COUNTY, MISSOURI

DocuSigned by:
 By Mike Harrell
 ECA5FECEE7A244F...

By: Boone County Commission

Title ACCOUNT EXECUTIVE

DocuSigned by:
Daniel K. Atwill
 FA4834CE70E45B
 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Cheryl D. Hance
 88A130D1C214
 County Counselor

DocuSigned by:
Brianna L. Lenson by MT
 7C0DD16888F045
 County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:
Gene E. Pritchard by GJ
 E0D968DB184244D...
 Signature

2/5/2020

2040-92300 - \$57,283.12

Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



K & K Supply
 535 North Highway Drive
 Fenton, MO 63026-2541
 USA
 636-349-1141 (Phone)
 636-349-1183 (Fax)
www.kandksupply.com

QUOTATION

Quote #	Quote Created	Last Updated	Salesperson
103495	January 7, 2020 12:45 PM by K & K Supply	January 14, 2020 10:50 AM by K & K Supply	Mike Harrell

CUSTOMER:	BILL TO:	SHIP TO:
Boone County Road & Bridge Dept 5551 S Tom Bass Rd. Columbia, Mo 65201 Usa 573-449-8515 (Phone) Greg Edington (Contact) Gedington@boonecountymmo.org	Boone County Road & Bridge Dept 5551 S Tom Bass Rd. Columbia, Mo 65201 Usa 573-449-8515 (Phone) Greg Edington (Contact) Gedington@boonecountymmo.org	Boone County Road & Bridge Dept 5551 S Tom Bass Rd. Columbia, Mo 65201 Usa 573-449-8515 (Phone) Greg Edington (Contact) Gedington@boonecountymmo.org

INTIMIDATOR 18XP (18" DRUM STYLE) BRUSH BANDIT

Qty	Part #	Description	Base Price
1	MODEL-18XP	Intimidator 18XP - (18" Drum Style) Brush Bandit	\$ 37500.00

STANDARD EQUIPMENT

Qty	Part #	Description	Price
1	STANDARD	37" diameter x 22" wide drum with (4) 5/8" X 5 1/2" X 10" dual edge knives	\$ 0.00
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope	\$ 0.00
1	STANDARD	Patented 'power slot' assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.	\$ 0.00
0	STANDARD	30 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	\$ 0.00
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	\$ 0.00
0	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 20" wide, driven by (2) 32.3 CID hydraulic motors.	\$ 0.00
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel (controlled via a handle located on either side of the infeed hopper)	\$ 0.00
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)	\$ 0.00
0	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector	\$ 0.00
1	STANDARD	Clean out and inspection door on discharge	\$ 0.00
1	STANDARD	33 1/2" high x 64" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists	\$ 0.00
1	STANDARD	(2) Last chance safety pull cables	\$ 0.00
1	STANDARD	Control bar - located around top and sides of infeed hopper with 3 control positions (forward / neutral / reverse)	\$ 0.00
1	STANDARD	Wooden pusher tool with mount on infeed hopper	\$ 0.00
1	STANDARD	3/16" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue	\$ 0.00
1	STANDARD	Frame / Fender supports	\$ 0.00
1	STANDARD	Lockable aluminum toolbox	\$ 0.00
1	STANDARD	3/8" (G70) safety chains with spring loaded latch hooks	\$ 0.00
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad	\$ 0.00

1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.		\$ 0.00
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)		\$ 0.00
1	STANDARD	Pressure check kit - Gauge is NOT included		\$ 0.00
1	STANDARD	Weather resistant manual container		\$ 0.00
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place		\$ 0.00
1	STANDARD	Safety DVD, (2) 6" wide x 9" tall Bandit operator's manuals (one paper copy and one waterproof copy) and (1) engine operator's manual		\$ 0.00
1	STANDARD	Spanish & English combination safety decals		\$ 0.00

PAINT

Qty	Part #	Description	Unit Price	Total
1	333-23662	Standard Imron Industrial Urethane Alert Orange	\$ 0.00	\$ 0.00

ENGINE

Qty	Part #	Description	Unit Price	Total
1	990-RC1407-988	GM 5.7L, 165 horsepower GAS engine without clutch (Includes 3 year / 3,500 hour engine warranty and spark arrestor muffler)	\$ 13850.00	\$ 13850.00

CONTROL SYSTEM

Qty	Part #	Description	Unit Price	Total
1	911-6000-46	Murphy PV380 panel with reversing auto feed for GM 165 horsepower gas engines (Includes 1,000 CCA battery with aluminum battery box) - Panel is mounted on engine shroud with no cover	\$ 2450.00	\$ 2450.00

CLUTCH

Qty	Part #	Description	Unit Price	Total
1	700-1000-12	NACD Spring Loaded Clutch	\$ 1475.00	\$ 1475.00

DRIVE SYSTEM

Qty	Part #	Description	Unit Price	Total
1	OPTION-911-5000-15	High HP Drive System - (above 146 horsepower) - (Long Frame, 40 gallon tank)	\$ 995.00	\$ 995.00

FEED SYSTEM

Qty	Part #	Description	Unit Price	Total
1	OPTION-911-1003-76	Super sized spring loaded slide box type feed system with (2) horizontal feed wheels 10 5/8" diameter x 25" wide	\$ 1875.00	\$ 1875.00
1	OPTION-911-5000-	Double Teeth (Bottom Feed Wheel) - (25" wide feed wheel)	\$ 235.00	\$ 235.00
1	OPTION-915-5000-	Spring Loaded Tool less Trap Door	\$ 250.00	\$ 250.00
1	OPTION-915-5000-41	Hydraulic flow control for feed wheel rate adjustment (All-In-One Mount)	\$ 325.00	\$ 325.00

LOGISTICS

Qty	Part #	Description	Unit Price	Total
1	500-0001-74	18XP Knife Sales Kit (2 sets of knives)	\$ 496.73	\$ 496.73

AXLE

Qty	Part #	Description	Unit Price	Total
1	OPTION-911-5001-	Single 12,000 Pound Leaf Spring Air Brake Axle	\$ 1675.00	\$ 1675.00

TIRES/RIMS

Qty	Part #	Description	Unit Price	Total
1	OPTION-911-5000-49	(2) 235/75R 17.5" tires mounted on 8-bolt heavy-duty gray rims (8,000 pound axles on up)	\$ 215.00	\$ 215.00

FENDER

Qty	Part #	Description	Unit Price	Total
1	OPTION-915-5000-	Heavy-duty aluminum bolt on fenders (Approximately 3/16" thick)	\$ 175.00	\$ 175.00

HITCH

Qty	Part #	Description	Unit Price	Total
1	990-100274	2-1/2" Wallace Forge Pintle Hitch	\$ 0.00	\$ 0.00

ADD-ON OPTIONS

Chipper Discharge

Qty	Part #	Description	Unit Price	Total
1	OPTION-980-5000-92	270 degree hydraulic controlled swivel discharge chute with manual 12" chip deflector (Includes height adjustable discharge & 270 degree discharge stops)	\$ 850.00	\$ 850.00

Chocks & Chock Holders

Qty	Part #	Description	Unit Price	Total
1	OPTION-980-1000	Aluminum Bolt On Chock Holders (Does not include chocks)	\$ 130.00	\$ 130.00
1	OPTION-980-5001-	Rubber Wheel Chocks (2)	\$ 90.00	\$ 90.00

Cone Holder

Qty	Part #	Description	Unit Price	Total
1	OPTION-905-5000-	Hoop style cone holder (weld on)	\$ 295.00	\$ 295.00

Lights

Qty	Part #	Description	Unit Price	Total
1	OPTION-915-5000-73	Wig Wag LED strobe lights - for a machine without a winch (Single decal plate)	\$ 525.00	\$ 525.00

Miscellaneous Options

Qty	Part #	Description	Unit Price	Total
1	OPTION-911-5000-	4" x 6 1/2" inspection window on belt shield	\$ 125.00	\$ 125.00

Tongue

Qty	Part #	Description	Unit Price	Total
1	OPTION-911-5000-	Telescoping tongue with single 20" adjustment	\$ 450.00	\$ 450.00

Wiring

Qty	Part #	Description	Unit Price	Total
1	OPTION-912-1001-	Option 7 to 7 Round Coiled Plug w/7 Female & Boot	\$ 90.00	\$ 90.00

CUSTOMER TOTALS

Total Unit Price:		\$ 64071.73
Customer Discount:	12.0000 %	-\$ 7688.61
Customer Net Unit Price:		\$ 56383.12
Freight/Shipping:		\$ 900.00
Customer Total:		\$ 57283.12

COMMENTS

Comment By K & K Supply on 01/07/2020 04:56 PM

SOURCEWELL CONTRACT 062117--BAN (4-1-2019)

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date

TERMS AND CONDITIONS

1. Buyer agrees to grant Bandit Industries, Inc., a security interest in the equipment covered by this order unit said equipment is paid in full.
2. This is a shipment contract and the goods shall be delivered F.O.B. Bandit Industries, Inc., Remus, Michigan. The risk of loss of the goods shall pass to the buyer as the goods are tendered to the carrier.
3. In the event Buyer defaults in the payment of any amounts due hereunder immediately due and payable without notice or demand, and shall have all of the remedies of a secured party under the Uniform Commercial Code and any other applicable laws. Upon repossession of the equipment by Seller, any notices required to be given by Seller to Buyer with respect to the sale or other disposition. In the event of a default, Buyer agrees upon Seller's request to make the equipment available to the Seller at such place as Seller may designate.
4. The Buyer agrees to keep the above described property insured against loss or damage by fire, wind, theft and accident by an insurance company or companies is to be payable to the Seller as its interest may appear, and the policies to be delivered to and retained by the Seller until the purchase price is paid in full. Such insurance coverage shall begin when Seller tenders the goods to the carrier.
5. Any tax other governmental charge upon the production, sales, or shipment of the goods sold hereunder, now imposed, or hereafter becoming effective during the term of this agreement, shall be added to the price herein provided, and shall be paid by the Buyer to the Seller.
6. This shall become a binding contract and effective as of the date when, but not before, either:
 - o (a) It has been accepted by the Seller at its executive office, or
 - o (b) The equipment has been delivered to the Buyer with or without acceptance in writing. Notice of acceptance is hereby waived by the Purchaser. The Purchaser acknowledges receipt of a true and complete copy of its sales agreement.
7. Seller shall not be responsible for failure to ship according to the terms and conditions of this contract, where such failure is caused by any fires, strikes, labor difficulties, failure of carriers to furnish facilities or acts of carriers, or other causes beyond the control of Seller: Provided that when such failure does not exist Seller shall perform this contract within a reasonable time.
8. There are no understandings, agreements, or representations, express or implied including any recording, merchantability, or fitness for a particular purpose, not specified herein, respecting this contract or the equipment hereunder. The contract and warranty are intended by the parties as a final expression of their agreement and are intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement the definition contained in the Code is to control.
9. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included with this written agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable by the Buyer.
10. This agreement can not be modified or rescinded only by a writing signed by both of the parties or their duty authorized agents.
11. This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform code as adopted by the State of Michigan as effective and in force on the date of this agreement.
12. The counterpart of this contract held by the Seller shall be considered the original and shall be the binding agreement in case of a variance in any particular between in and the signed copy.

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST



Company Name: Bandit Industries, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: *Bandit* Date: 6/19/17

NJPA's clarification on exceptions listed above:

Review and Approved:
[Signature] 8/14/17
 - NJPA Legal Department

Contract Award
RFP #062117

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

[GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES]

In compliance with the Request for Proposal (RFP) for GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Bandit Industries Date: 6/19/17

Company Address: 6750 Millbrook Rd.

City: Remus State: MI Zip: 49340

Contact Person: Brenda Lint Title: Assistant Sales Manager

Authorized Signature: Brenda Lint

(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 062117-BAN
Proposer's full legal name: Bandit Industries, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz
NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

[Signature]
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-BAN

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Bandit Industries

Authorized Signatory's Title Assistant Sales Manager

Brenda Lint
VENDOR AUTHORIZED SIGNATURE

Brenda Lint
(NAME PRINTED OR TYPED)

Executed on _____, 20__

NJPA Contract # 062117-BAN

Form F

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Bandit Industries Inc.

Address: 6750 Millbrook Road

City/State/Zip: Remus MI 49340

Telephone Number: 800-952-0178

E-mail Address: brendalint@banditchippers.com

Authorized Signature: Brenda Lint

Authorized Name (printed): Brenda Lint

Title: Assistant Sales Manager

Date: 6/19/17

Notarized

Subscribed and sworn to before me this 19th day of June, 2017

Notary Public in and for the County of Isabella State of Michigan

My commission expires: Feb 14, 2019

Signature: Lea Ann Hanchett

LEA ANN HANCHETT, Notary Public
State of Michigan, County of Isabella
My Commission Expires Feb. 14, 2019
Acting in the County of Isabella



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Bandit Industries, Inc.

Questionnaire completed by: Brenda Lint

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Net 30 days

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Bandit offers several leasing and financing options available through US Bank, GE, Susquehana and National Cooperative Leasing (NCL). NCL is a current NJPA financing contract holder (#032615-NCL).

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Orders will be placed through the member's local dealer. The dealers will quote and order the machines through Bandit's dealer portal along with the purchase order from the member. The NJPA pricing is separate and all orders placed can be reported.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

We do not accept the P-card payment process.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Our detailed warranty structure and procedures are attached and include the process for filing a warranty claim, who to contact for warranty information and the warranty guidelines for each product line. The warranty process will be handled through the local dealer for that area.

- Do your warranties cover all products, parts, and labor? **Parts only and labor is paid on a case by case basis.**
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **Yes 1 year or 2,000 hours.**
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **No.**
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? **We provide warranty repair in all areas.**
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? **Other OEM warranty coverages are handled through the individual manufacturer such as engines, axles, etc. However, Bandit will help to answer any questions and provide assistance when necessary.**
 - What are your proposed exchange and return programs and policies? **This does not apply to our equipment.**
- 6) Describe any service contract options for the items included in your proposal. **This does not apply to our equipment.**

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- *Hand-fed chippers – available from 6" to 21" diameter capacity, disc-style or drum-style, towable or self-propelled.
 - *Stump Grinders – available from towable, track-mounted and self-propelled with a variety of cutting depths/swings.
 - *Skid Steer Attachments – forestry mower and stump grinder from 60" to 72".
 - *Whole Tree Chippers – available in disc-style or drum-style, towable or track-mounted with diameter capacities ranging from 18" to 36".
 - Track Carriers with stump grinder or forestry mower attachments from 72" to 108".
 - *Beast Recyclers – available towable or track mounted with a variety of engine options including electric power with diameter capacities ranging from 24" to 45".
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing is listed individually by model with line items for each option available. The price model shows the standard equipment included with each machine and then allows the customer to choose the

power units and additional options they prefer. Each item shown is at list pricing and all members will receive a 12% discount from that price.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

We are offering a 12% discount off list prices.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Members will receive additional 3% for a total discount of 15% for orders of 3 or more at one time.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

This does not apply to our equipment.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Some of our dealers may charge a dealer prep fee which varies from \$150.00 to \$500.00 to cover their costs of prepping the machine and travel to customer location upon delivery. Shipping charges may also apply but may vary for each dealer.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Freight is charged from Bandit headquarters to the dealership. It is up to the individual dealerships on whether they want to charge freight to the member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipments for these areas will be handled by our dealers and coordinated through our shipping department. Customers are also able to source their own freight forwarders if they choose.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

All machines are prepped and checked prior to delivery by our dealers. Once the units are delivered the customers will receive proper safety and operation training to make sure they are able to operate the equipment safely.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing,

that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

All NJPA orders show the NJPA pricing configuration date on the quote. This allows us to ensure the dealer used the correct pricing on the dealer portal of our website where the order is placed. They also need to send in a copy of the PO from the municipality for verification.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Bandit will pay a 1% administrative fee.

Industry-Specific Questions

- 19) Describe the top three market differentiators of your products/services relative to this RFP category.

1. Every machine is built by specialized teams using the highest quality components with solid welded construction. Our machines are known throughout the industry for their performance and quality.
2. The Bandit Backbone production support department is committed to customer service and support. These specialists can provide guidance on everything from machine functions to maintenance procedures, electrical systems and much more.
3. Five- year Bandit "Guts" Warranty – The Five-Year warranty covers the Bandit fabricated components of the disc/drum assembly and the slide box system to give you years of worry-free operation on every Bandit hand-fed chipper.

- 20) Within the RFP category there is the potential to be several different sub-categories of solutions. Identify the sub-category title(s) that would best describe your products, equipment and supplies.

This does not apply to our equipment.

Signature: *Bmda Lutz* Date: 6/19/17

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 062117-BAN
Proposer's full legal name: Bandit Industries, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz
NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-BAN

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Bandit Industries

Authorized Signatory's Title Assistant Sales Manager

Brenda Lint
VENDOR AUTHORIZED SIGNATURE

Brenda Lint
(NAME PRINTED OR TYPED)

Executed on _____, 20__

NJPA Contract # 062117-BAN



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

GROUND MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES

RFP Opening

JUNE 22, 2017

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #062117

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #062117 GROUND MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES. Details of this RFP are available beginning May 11, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until June 21, 2017 at 4:30 p.m. Central Time at the above address and opened June 22, 2017 at 8:30 a.m. Central Time.

RFP Timeline

May 11, 2017

Publication of RFP in the print and online version of USA Today, in the print and online version of the Salt Lake News within the State of Utah, in the print and online version of the Daily Journal of Commerce within the State of Oregon (note: OR entities this pertains to:

<http://www.njpacoop.org/oregon-advertising>), in the print and online version of The State within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.

June 1, 2017
10:00 a.m. CT

Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.

June 14, 2017

Deadline for RFP questions.

June 21, 2017

Deadline for Submission of Proposals. Late responses will be returned unopened.

4:30 p.m. CT

June 22, 2017

Public Opening of Proposals.

8:30 a.m. CT

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of [GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES.]

3.17 Additional Scope Definitions:

3.17.1 This solicitation should be read to include, but not to be limited to:

3.17.1.1 Equipment, tools, attachments, accessories, supplies, replacement or repair parts, and related services, for the purpose of, and related to or associated with performing, the following:

- | | |
|---------------------------------|--|
| Lawn, field and turf care | Tree, shrub, stump or vegetation maintenance |
| Lawn, field and turf irrigation | Parking lot and sidewalk de-icing |
| Golf course maintenance | Parking lot and sidewalk snow removal |

*** *continued* ***

Parking area maintenance
Beach and waterfront maintenance

Landscape maintenance
Sidewalk and walking path maintenance

3.17.3 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.3.1 This solicitation should **NOT** be construed to include any of the following:

- a. heavy construction equipment (see NJPA RFP #032515);
- b. skid steers or mini-excavators (see NJPA RFP #042815);
- c. trailers (see NJPA RFP #052015);
- d. aerial lifts or bucket trucks (See NJPA RFP #031014) or,
- e. ag tractors (see NJPA RFP #021815).

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor’s interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

3.24.1.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide GROUND MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA’s option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 [This section is intentionally blank.]

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer’s Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;

3.31.2.2 identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.31.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.37 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening,”** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing **GROUND MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES** to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn

proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES will be received by Chris Robinson, Interim Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$50 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members’ needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 **The new pricing restatement must include all products and services offered, even for those items whose pricing remains unchanged,** and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products,

the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

6.6.3 contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;

6.6.4 includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

6.6.5 contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

6.8.1 Company Information and Financial Strength

6.8.2 Industry Requirements and Marketplace Success

6.8.3 Ability to Sell and Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value-Added Attributes

6.8.7 Payment Terms and Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing and Delivery

6.8.11 Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA

desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under

this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence \$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier

for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that “This purchase order is issued under NJPA contract #XXXXXX” (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a “net 30” payment requirement to the purchase order instead of applying a “net 10” requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor

stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

- 7.13.1** The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;
- 7.13.2** The Vendor fails to ship the products or to provide the services within a reasonable amount of time;
- 7.13.3** NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;
- 7.13.4** The Vendor fails to fulfill any of the material terms and conditions of the Contract;
- 7.13.5** The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;
- 7.13.6** The Vendor fails to properly report quarterly sales;
- 7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA’s authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term

of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

K. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 **FORMS**

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

Form A

PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the [GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES] industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is NJPA’s role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #062117

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

| GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES |

In compliance with the Request for Proposal (RFP) for GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #062117 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20_____ **NJPA Contract Number #062117**

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number #062117**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number #062117**

Form F

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject **GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES**

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members’ purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
 - _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Describe the top three market differentiators of your products/services relative to this RFP category.
- 20) Within the RFP category there is the potential to be several different sub-categories of solutions. Identify the sub-category title(s) that would best describe your products, equipment and supplies.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA’s Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete “Pricing” details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

NJPA CONTRACT NUMBER:

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 18th day of February 20 20

the following, among other proceedings, were had, viz:

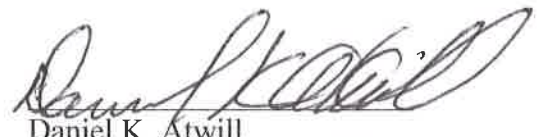
Now on this day, the County Commission of the County of Boone does hereby award Contract 10-31DEC20C – Band for the 2020 Boone County Bicentennial Celebration to John Patrick Kay, d/b/a The Kay Brothers.

Terms of the award are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Professional Services Purchase Agreement.

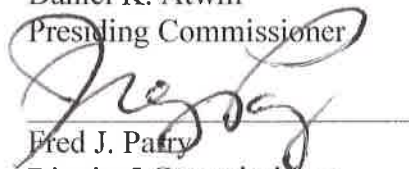
Done this 18th day of February 2020.

ATTEST:

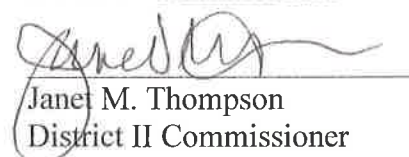

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Patry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: February 6, 2020
RE: Purchase Agreement: *10-31DEC20C - Band for the 2020 Boone County Bicentennial Celebration*

Attached for signature is a non-bid professional services contract, # *10-31DEC20C - Band for the 2020 Boone County Bicentennial Celebration*.

Contract is with John Patrick Kay, d/b/a The Kay Brothers. Total cost of agreement is \$3,000.00 and will be paid from department 1190 - Non-Departmental, account 84010 - Reception/Meetings. \$3,000 is budgeted.

cc: Contract File

**PROFESSIONAL SERVICES PURCHASE AGREEMENT
FOR
Band for the 2020 Boone County Bicentennial Celebration**

THIS AGREEMENT dated the 18th day of February 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **John Patrick Kay, dba The Kay Brothers** herein, "Vendor" or "Contractor".

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for a **Band for the 2020 Boone County Bicentennial Celebration**, County of Boone contract number **10-31DEC20C**, The Kay Bros attached quote, Boone County Insurance Requirements, and Standard Contract Terms and Conditions – Boone County, Missouri. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with quote response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Contract Terms and Conditions shall prevail and control over the Vendor's quote response.

2. Purchase - The Kay Brothers Band shall perform at the Bicentennial Celebration on July 4, 2020 on the Courthouse Amphitheater per the attached quote for a shall-not-exceed total contract price of Three Thousand Dollars and Zero Cents (\$3,000.00).

Vendor agrees to provide a 12' tall x 15' wide stage backdrop. Vendor shall provide supplemental lighting including but not limited to 10 incandescent bulbs for stage. Regarding sound, vendor will be self-contained with IEMS and XR-18 rack mixer and shall supply tails for FOH.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Commission, Attn: Janet Thompson, 801 E. Walnut Street, Room 333, Columbia, MO 65201**. Billings may only include the prices listed within this Purchase Agreement. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges stated within. The County agrees to pay all invoices within thirty days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.


8. Termination - The County may terminate this agreement upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

JOHN PATRICK KAY
d/b/a THE KAY BROTHERS

BOONE COUNTY, MISSOURI

DocuSigned by:

 by _____
 Manager
 title _____

by: Boone County Commission
 DocuSigned by:


 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

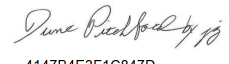

 County Counselor

DocuSigned by:


 County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:


 Signature

2/7/2020

Date

1190-84010 / \$3,000.00

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The

Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

Email: Pat@TheKayBrothers.com

Date: Sat, Jul 4, 2020
 Venue: Boone County Bicentennial
 Website:
 Address: Boone County Courthouse



theKayBrothers.com
 facebook.com/TheKayBrothers/
 instagram.com/theKayBrothers/
 2313 Woodridge Rd, Columbia, MO 65203

*573-230-1641
 booking@theKayBrothers.com*

VENUE CONTACTS		BAND CONTACTS	
BUYER: <i>Reggie White</i>	(573) 424-9568	reggie@boonecounty.net	MANAGER: Pat Kay 573-230-1641 pat@theKayBrothers.com
MARKETING:			MARKETING: Pat Kay ^^ ^^
DOS CONTACT: <i>Reggie White</i>	(573) 424-9568	reggie@boonecounty.net	DOS CONTACT: Pat Kay ^^ ^^
DOS SECONDARY:			DOS SECONDARY: Jake Allen 573-220-3517 jakesallen77@gmail.com
PRODUCTION: John Shafer	404-867-0123	kndablue@gmail.com	PRODUCTION: John Shafer 404-867-0123 kndablue@gmail.com
			MERCH + HOSP: Julie Frala 573-338-3625 mangofmla@aol.com

THE DEAL OFFER TYPE: FLAT GUARANTEE
\$3000 inclusive of sound

ARTIST TO RECEIVE 100% OF ARTIST MERCH SALES

**Please settle post-show with Pat Kay and be prepared to show a box office report.*

TICKETS & SCALING

TICKET	QUANTITY	PRICE	TOTAL	NET	GROSS	NET TOTAL	GROSS TOTAL
ADV	0	0.00	0.00	0.00	0.00	0.00	3,000.00
DOS	0	0.00					

RIDER

- PARKING:** *Pat* - booth location? We will need vehicle access for band and trailer. *Pat* - Band travels in TWO SUVs with 5x8 Trailers and we will require accessible parking. Please note that if band is providing full production we MUST have vehicle access to the stage for the duration of the event - no exceptions.
- GREEN ROOM:** NA - courthouse for bathrooms? *Pat* - Band requires green room space and would very much appreciate a private bathroom, please.
- ARTIST HOSPITALITY:** TBD *Pat* - Crabby hungry band members is a bad scene. Due to the tight timing of driving, loading in, soundchecking, etc its almost always very difficult to arrange a meal. If there is any meal option, even just calling in a couple pizzas, that really helps. We also prefer to have a stageside cooler with water + 12 pack of Cokes if such can be arranged. This can be worked out with your Hospitality contact (above) upon arrival or in advance if you so choose.
- ARTIST MERCH:** YES - location TBD per Reggie *Pat* - Will require an area in high traffic with accessible power and wifi connection for TWO 6 foot tables and rack. We prefer this area be visible from the stage/crowd. This can be worked out with your Merch contact (above) upon arrival or in advance if you so choose.

PRODUCTION

- STAGE DESC:** Courthouse amphitheater *Pat* - 10' deep by 20' wide is preferred
- STAGE COVER:** TBD
- STAGE BACKDROP:** YES - venue providing something to hang this from *Pat* - 12' wide x 12' high 10' x 12' x 12' would be ideal. Know Mike has years of experience with this.
- LIGHTS:** NA *Pat* - We will bring some supplemental lighting including but not limited to 1010 incandescent bulbs on stage. Please ensure you have appropriate Stage power available.
- SOUND:** SINGLE MIC CONFIG - FULL PA *Pat* - We are self contained with IEMS and XR-18 rack mixer. Will supply tails for FOH.

DAY SCHEDULE

BAND CALL:	12:00 PM	
DEPART:	12:15 PM	
LOAD:	12:30 PM	
SOUNDCHECK:	2:00 PM	
DOORS:	3:30 PM	
OPENING:	4:25 PM	ONE SONG
speakers:	4:30 PM	30 min
SET:	5:00 PM	60 MIN
DEPART:		
EST. RETURN:		

AGREED

Band Representative: *JK Kay*
 typed name & title: Pat Kay, Manager

Date: 1/17/20

Venue/Operator Representative:
 name & title

Date:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

18th

day of

February

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge receipt of the attached Chapter 100 Compliance Report from Dana Axle for the period ending October 31, 2019.

Done this 18th day of February 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

EXHIBIT B

ANNUAL COMPLIANCE REPORT

Date: November 30, 2019

A. COMPANY INFORMATION.

Name: Dana Light Axle Products, LLC

Address: 3939 Technology Dr.

City: Maumee State: OH Zip Code: 43537

Contact: Paul Watroba Telephone: 734-629-1251

Title: Sr. Manager-Tax Fax: 734-629-1264

B. EMPLOYMENT INFORMATION.

The highest actual number of "Qualifying Jobs" during each of the immediately preceding 12 months ending on October 31, 2019 (the October 31st prior to this Report) is set forth below in the column labeled "Total Qualifying Jobs."

The highest average annual wage of the "Qualifying Jobs" at the Project Site for the immediately preceding 12 months ending on October 31, 2019 (i.e. the sum of the annual wage of each "Qualifying Job" divided by the number of "Qualifying Jobs") is set forth below in the row labeled "Average Wage."

The 12-month average of the highest actual number of "Qualifying Jobs" during each month for the immediately preceding 12 months ending on October 31, 2019 is set forth below under the row labeled "12-Month Average."

	Total Jobs	Average Wage
November	150	\$6,664
December	167	\$5,426
January	171	\$6,021
February	165	\$5,405
March	166	\$8,762
April	162	\$5,579
May	174	\$6,366
June	239	\$5,163
July	237	\$4,763
August	243	\$5,529
September	249	\$4,637
October	231	\$4,208
12-Month Average	196	\$5,710


Attached is a copy of a report verifying the above calculation containing at a minimum the following information for each Qualifying Job:

1. Employee Identification Number or other agreed upon designation.
2. Hire Date.
3. Separation Date.
4. Annual Wage (however, for privacy purposes, all annual wages may be listed in a manner that does not match a specific wage with a particular employee).

C. CERTIFICATION.

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Annual Compliance Report contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect in any material respect.

Dated this 9th day of December, 2019.

Signature: 
Name: Timothy R. Kraus
Title: Sr. Vice President & Treasurer