



Solicitation Number: RFP#121919

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **OFS Brands Inc.**, 1204 East Sixth Street, Huntingburg, IN 47542 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. 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 Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/17/2020 | 5:11 PM CST

OFS Brands Inc.
DocuSigned by:
By: Anna McClelland
5A6A46F21E0145A...
Anna McClelland
Title: Vice President Specialty Markets
Date: 2/19/2020 | 8:56 AM CST

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 2/17/2020 | 7:01 PM CST

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: OFS Brands Inc.
Does your company conduct business under any other name? If yes, please state: OFS
Address: 1204 East Sixth Street
Huntingburg, Indiana 47542
Contact: Anna McClelland
Email: amcclelland@ofs.com
Phone: 704-771-9003
HST#: 30-0056548

Submission Details

Created On: Friday November 01, 2019 08:06:33
Submitted On: Thursday December 19, 2019 12:35:13
Submitted By: Anna McClelland
Email: amcclelland@ofs.com
Transaction #: 35c002fc-74c3-4034-989e-585b8fc22afb
Submitter's IP Address: 192.42.0.22

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	OFS Brands Inc.
2	Proposer Address:	1204 East Sixth Street, Huntingburg Indiana 47542
3	Proposer website address:	www.ofs.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Anna McClelland, Vice President Specialty Markets 1204 East Sixth Street, Huntingburg IN 47542 amcclelland@ofs.com 704-771-9003
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Anna McClelland, Vice President of Specialty Markets 1204 East Sixth Street, Huntingburg IN 47542 AMcClelland@ofs.com 704-771-9003
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Rory Laurent, Contracts Manager 5559 McFadden Ave., Huntington Beach CA 92649 RLaurent@ofs.com 866-637-9328 x4224

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>At OFS, we value Family, Sustainability, Craftsmanship, and Design. When we call our company a family business, we mean it in multiple senses. Yes, the company was founded by the same family who leads our company today, but it goes beyond that. Some of us are related by blood, but all of us are united as a family by a vision for what we can be together. This video is a brief overview. https://youtu.be/zC4snxFsXmA</p> <p>Pioneering Environmentalism: Back in the 60s, when conservation was a foreign term, our second generation leaders Phyllis and Bob Menke began to notice the effects of deforestation on southern Indiana. They took action with more sustainable production methods, established the Indiana Natural Conservancy and began a quest to acquire and reforest thousands of eroded acres devastated by industry and agriculture. While our products no longer rely as heavily on wood materials, we are no less committed to Phyllis and Bob's early example of caring for the world around us. The 7,000 acres of FSC certified forests we've reclaimed and the tens of thousands of trees we have planted are vital to our legacy. To quote Emerson, "The creation of a thousand forests is in one acorn."</p> <p>Generations of craft: While furniture has been our specialty for over 80 years, we draw our expertise from a much longer tradition of quality craftsmanship and fine woodworking. Some of our great, great-grandparents made wagons, some of our great-grandparents manufactured Venetian blinds and basketball scoreboards, but furniture has stuck with us because it becomes an intimate part of people's lives in a way other products can't. It's a presence that deserves intentional craft. For many years, most people knew OFS primarily for wood casegoods and excellence in carpentry. While our portfolio has grown and we've added new, more sustainable materials to our designs and production process, wood remains a hallmark of our design heritage. The patterns of grain and color unique to every tree bring an organic warmth and one-of-a-kind beauty. "Always" Written in big letters on one of our factory walls, the word "always" serves as a simple reminder of the fact that every detail of our work matters. Craftsmanship starts with taking the time to do it right. Whether it's a button or a drawer or the direction of wood grain on a desk, we always pay attention, and we'll fix or replace anything that doesn't cut it. We believe that craft and design cannot be separated, because a great product only results from excellence in both.</p> <p>Design Ethos: Creating great products and experiences begins with understanding and caring about people. We do this by focusing on three big ideas in our design process. Simple: Creating a simple product is harder than a complex one. When you can find the root of what someone is looking for in a given setting, it clarifies</p>

the problem you're trying to solve and produces a simple, intuitive solution. In this way, simplicity helps us do more, by focusing on the details that really matter for people. Purposeful: We don't believe in designing products just to fill out a category or follow someone else's trend. Instead, our designs emerge from conversations and observations about the things people need from the places they occupy. Every piece we design offers a unique value. Personal: We put a personal touch in everything we do—design is no exception. It's one reason intentional craftsmanship is so important to our products. We believe the ergonomics and style of a product have the ability to support and inspire people in a personalized way. But what do people need, and how do you design for it?

People have needs they try to meet in the spaces they occupy. At times, it can be difficult to describe or define what people want or need. People are often unsure themselves. But after decades of experience thinking about human needs and creating furniture to support them, we've focused on meeting four fundamental human needs. Connect, Discover, Focus and Restore. Link to video:

<https://ofs.com/imagine-a-place/videos/our-design-ethos>

Our business philosophy is best summed up in a quote from our Owner "What you make people feel is as important as what you make".

But a more detailed philosophy is our focus on designing products that meet one of those 4 human needs described above. Connect, Discover, Focus and Restore.

"Imagine a place"—is a phrase with a lot of meaning for us. It represents the essence of our story. Imagine the difference it would make to live in a world where every place was designed for the needs of the people who use it. People gravitate to these places—regardless of whether they're in a home, an office, a hospital, a classroom, or wherever—because they are longing for them. Our company is dedicated to providing the means for others to imagine a place for people. Caring about people isn't just a behavior or a belief—it's a calling. Through the things we make, the interactions we are part of, and the values we represent, we have the opportunity to change lives and plant a future for our children's children.

Who is OFS? OFS Brands (recognized as OFS) is a family-owned, community-driven manufacturer, providing socially responsible furniture and logistics solutions through our brands of OFS and Carolina in education, office, healthcare, government, and home office markets across the world. Established in 1937 in Huntingburg Indiana, OFS has grown into a global leader while staying true to its local roots and core values of sustainability, craftsmanship, and design. Desks, Tables, Storage and Seating have been core product categories from the beginning. Over the years, we expanded our product lines to include healthcare, dining, education, and all facets of furniture for work including open-plan, tables, and accessories.

While considered "mid size" in our industry, OFS Brands provides a full range of furniture and logistics solutions. We have manufacturing facilities across the U.S. and unlike virtually all of our competitors, we own our own logistics (trucking) company to ensure consistent and high-quality transportation for our products and clients.

<p>8</p>	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>A product / solution matrix is found as an attachment. At OFS, we design products that meet one of the human needs of Connect, Discover, Focus and Restore.</p> <p>When describing our products the simplest way is to start with Our Design philosophy and product categories. We don't believe in designing products just to fill out a category or follow someone else's trend. Instead, our designs emerge from conversations and observations about the things people need from the places they occupy. Every piece we design offers a unique value. In addition to our thoughtful design, we manufacture our products in U.S. facilities in Indiana, California, North Carolina, and Kentucky.</p> <p>One way that we organize our products is by starting with the place and not the piece. The places where our products are often used include shared spaces (collaborative), height-adjustable, community (multi-purpose, dining, student union), personal spaces (residence halls), semi-private workstations, private offices (office), meeting(conference) spaces, open workstations, welcoming spaces (lobby, lounge, common), space division, training spaces (technology, computer centers), and learning spaces (learning, lab, studio, maker-spaces, library, media).</p> <p>Our product categories are as follows: Desks (modular and casegoods), Chairs and seating (folding, stackable, flip, task, executive, meeting, dining, benches, stools), tables (stationary, mobile, flipping, nesting, powered, height adjustable, meeting, training), modular walls (space division), cabinets (modular millwork as storage units used in offices, meeting and collaborative areas), residential hall (lounge, tables, seating, sport tables, custom beds)</p> <p>Complementary offerings include: office-related storage, technology integrated solutions, accessories, lighting</p> <p>Related services available from authorized dealers include: Rental, design, installation, assembly, safety inspection, repair, renovation, refurbishment, reupholstery/refinish, recycling services.</p> <p>A product/solution matrix is found as an attachment</p>
<p>9</p>	<p>What are your company's expectations in the event of an award?</p>	<p>A Sourcewell contract will become a coveted and valuable part of our marketing strategy when working with government, education, and non-profit customers. Our executive leadership and sales force appreciate the value of cooperative contracts and OFS looks forward to partnering with an organization that is aligned with our values of focusing on people and providing options and solutions to our clients.</p>
<p>10</p>	<p>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. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>OFS is a 4th generation family-owned company. OFS operates over 1.5-million-square-feet of manufacturing space, employs 1,850 employees, and owns a subsidiary, Bryan Ashley. OFS is the tenth-largest contract furniture in the FDMC 300.</p> <p>Recently OFS announced plans to invest \$1 million in its manufacturing facility in Leitchfield, Kentucky creating an additional 105 jobs in the process. This expansion will nearly double its previous operational output, allowing OFS to produce new products to meet customer demand for ergonomic seating - also known as performance seating. The \$1 million renovations will include a new production line and general improvements to the original facility. "We feel that this location provides our best opportunity to continue to provide the best products to our customers and we look forward to recruiting new associates to our workforce along with the added investments we plan to make in Leitchfield," said OFS CEO and President Hank Menke. Construction to the facility began in the Fall with full operational implementation starting in 2020.</p> <p>OFS Brands annually completes a full scope audit and has received an unqualified audit opinion each year including 2018. Our audits are conducted by one of the 10th largest national audit firms. OFS Brands Inc. sales for the year ended 2018 exceeded \$400 million dollars and the company maintains a net worth in excess of \$100 million. Most of our eligible members are public and reluctant to write letters of endorsement; however we have included a letter from the Technical College System of Georgia and many have volunteered to serve as references including Rutgers University, Union County NC, York County SC, Louisiana State University, Cort Furniture Rental, Rayment James, and many more.</p> <p>We appreciate your understanding that we are a privately-held corporation and that we have a desire to maintain confidentiality with regard to our financial statements. We will be more than happy to discuss our investments and strengths in person.</p>

11	What is your US market share for the solutions that you are proposing?	<p>OFS is considered a rapidly growing mid-market furniture manufacturer providing great design at an affordable price. Many of the largest furniture companies grew during the cubicle boom of the 1980s and '90s and are still known by many as "workstation" manufacturers today. OFS began as a primarily wood casegood company and through innovation and acquisition of the Carolina, Loewenstein, and Highmark companies became a mid-market leader in the seating, workplace, healthcare and education markets. There is no clear market industry information to decide on market share. Given the fact that we are a privately held company, we do not share financial information that some of the public companies may share and use to gauge size. We believe that our share of the market ranges from 5-12% varying by geography across the U.S. To better illustrate our place in the market we are happy to share a few notable activities and investments. We continue to invest in our manufacturing facilities throughout the U.S. including Indiana, North Carolina, California, and Kentucky. Our showrooms are strategically located across the U.S. including New York, Washington DC, Chicago, Atlanta, Dallas, and Los Angeles.</p> <p>The most recent market investment is our continued and significant investment as Presenting Sponsor for the 2nd year in a row of Healthcare Design Expo & Conference (HCD), held each November. We are including more on this in Table 3, Question 18. Next would be our significant Neocon presence with a large 11th-floor permanent showroom and offices in the Chicago Merchandise Mart. We invest in EdSpaces to ensure our connection with the K-12 Education market and are members and sponsors of SCUP and AUID to ensure our relationship to the College and University Planners and University Interior Designers across the United States and Canada. OFS invests and is recognized as a leader in MyResourceLibrary - a resource for specifiers as well as CET Designer, a tool that helps dealers and specifiers in the industry.</p>
12	What is your Canadian market share, if any?	We currently sell less than \$2m a year in Canada. With the 1:1.3 exchange rate (\$1 USD = \$1.3CAD) we have been disadvantaged in pricing models.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	How is your organization best described: is it your written authorization to act as a distributor with your sales and service force and with you	<p>OFS Brands Inc is a manufacturer.</p> <p>Our organization is a private family-owned business and consists of a lean leadership team and a dedicated group of OFS/Carolina representatives across the country and internationally. Our President/CEO is Hank Menke while our SVP Sales and Marketing is son, Ryan Menke. Reporting to Ryan are four Regional VP's who manage sales and distribution throughout their geographies.</p> <p>We have approximately 1500 employees, including 70 direct employee representatives plus 81 independent representatives across the country as well as dedicated showrooms in High Point, Atlanta, Huntingburg, Washington DC, New York, Chicago, Dallas, Los Angeles as well as representative showrooms in Boston, Columbus, Houston, Denver, San Francisco, and Seattle.</p> <p>We are primarily an open line with over 1800 independently owned and operated dealers across the world. This model will allow your members to work with local businesses in their community that they have grown to rely on and count on. We are prepared to train approximately 450 dealers on new contracts; however, OFS is unique in our willingness to work with dealers who have proven to be a value to your members.</p>
15	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.	OFS and our authorized dealers have all required licenses to manufacture and operate in all states of the U.S., including Business Licenses, Certificate of Registration - Use Tax, Furniture & Bedding Manufacturer Licenses, etc. If we have misunderstood the question please allow us to clarify.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None apply
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within seating, we offer healthcare, stack/nest, cafe/dining, bench/ottoman, executive/conference, tablet, lounge, modular lounge, guest/multi-use, stool, and task. Within the table category, we include cafe/lounge, occasional, training, conference, and desks. In the desk category, we include reception, private office, and storage. In Open plan we include workstations and benching and space-defining through architectural structures. Our accessories include lighting, play, accents, pillows, data/power, planters, and organizational tools</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Sponsorship: Healthcare Design Expo & Conference (HCD): OFS and Carolina were Presenting Sponsor 2019 and 2018. HCD is the premier event for the healthcare interiors industry. As Presenting Sponsor, Carolina provides considerable financial support for industry events during the show while benefiting from an ideal platform for promoting its brand. "We are excited to have Carolina and OFS Brands return as the 2019 HCD Presenting Sponsor," says Vice president and Group Show Director Kevin Gaffney. "Their expertise has clearly been demonstrated and attendees at this year's show in New Orleans will be able to see this firsthand." "With this significant investment, it's obvious that Carolina sees the value in this show," adds Mark Lind, associate show director, Healthcare, Emerald Expositions. "Carolina is interested in the growth of this industry, and their continued commitment reflects that optimism." Devoted to increasing knowledge of how design directly impacts the safety, operations, clinical outcomes, and financial success of healthcare facilities, HCD brings together industry leaders for continuing education and networking opportunities.</p> <p>Awards: Neocon: Each year The design industry has recognized OFS and Carolina with top honors during NeoCon, North America's largest design exhibition and conference for commercial interiors. In 2019 Obeya, Kasura, and LeanTo, all from OFS, won Gold in their respective categories and then Obeya went on to win "Best in Competition" across the entire NeoCon event. 2018 winners included: OFS Bistro for guest seating, Roo for occasional tables, Zonal for ergonomic task seating, Heya for lounge furniture, and Pind for office accessories. 2017 winners include: Coact lounge, Elani seating and Heya each winning the Silver award for collaborative seating while Hug won Silver for healthcare patient seating. Saven healthcare rocker was a winner as was d Wyre tables which took Silver in occasional tables. Staks won an award in the Open Plan category.</p> <p>HIP Awards by Interior Design Magazine: 2019: Carolina won for Lasata recliners. 2017: Saven rocker, Staks open plan, Wyre tables, Coact seating, and Heya seating in the categories of Health & Wellness, Workplace systems, Workplace Occasional tables, Workplace high back seating and Workplace hubs.</p> <p>Interior Design Best of Year Awards: 2017: Elani won Healthcare Furniture, Boost won for Education furniture, Heya won in Contract/Pods category, and Harpin won for Seating in contract/conference.</p> <p>Presented by Healthcare Design magazine in partnership with The Center for Health Design, the Nightingale Awards recognize the contribution to the healthcare built environment through product design and innovation that contributes to healing. In 2019 OFS won for the Reservoir table and in 2018 won silver with the Lasata patient recliner. In 2017 the Saven rocker won for innovation.</p> <p>My Resource Library: In 2019 MRL recognized partner manufacturer OFS for the Best Overall Binder Experience. "The OFS binder in the library has a fantastic look to it and is organized in a way that provides the user with all of the information that they need right at their fingertips. We thank them for their commitment to the platform for top-notch communication."</p> <p>CET Investment: Configura surveyed its CET Designer users around the globe, and many said they wanted OFS Brands included in CET Designer. In 2015 OFS partnered with Configura because CET Designer offers a simple approach to specifying option-rich products. "We're excited to offer OFS Brands products in CET Designer," Configura Vice President Peter Brandinger said. "More products in CET Designer give dealers and customers more choices to meet their space-planning needs."</p>
19	What percentage of your sales are to the governmental sector in the past three years	7-9% estimated (excluding education and healthcare)
20	What percentage of your sales are to the education sector in the past three years	10-12% estimated (excluding government and healthcare)

21	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?	<p>OFS is a private company. We, therefore, request that the following information not be shared through the Sourcwell website. OFS estimated 3-year sales through cooperatives including OMNIA are approximately \$43,000,000. While we have 13 state contracts, our estimated 3 year sales through those with reported sales are as follows:</p> <p>Omnia contract \$15,000,000 per year State of NY \$1,500,000 per year State of GA \$5,500,000 per year Commonwealth of PA \$750,000 per year State of FL: \$1,200,000 per year State of AL: \$1,500,000 per year State of MS: \$500,000 per year State of NJ: \$1,300,000 per year State of NM: \$25,000 per year State of NC: \$1,200,000 per year State of SC: \$300,000 per year State of SD: \$4,000 per year</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Schedule 71 Furniture: Approximately \$38,800,000 over the past 3 years

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *
TCSG - Technical College System of GA	Sherri Winters Title: Regional Program Manager	470- 303-5994
Rutgers University	Rebecca Garner Senior Interior Design Specialist	848-445-2530
State of Georgia	Dr. Carl Hall Title: Supplies category manager	404-657-4254
County of Los Angeles	Eric Carlos Title: Purchasing and Contract Analyst	323-267-2331

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
State of GA	Government	Georgia - GA	Various furniture projects with a large majority to education customers	Various	\$14,300,000
Veterans Administration	Government	District of Columbia - DC	various furniture projects including seating	various	\$6,500,000
York County	Government	South Carolina - SC	Furniture for courthouse renovation and various other projects	\$850,000	\$1,200,000
Louisiana State University	Education	Louisiana - LA	Athletics Dept.custom locker sleep pods plus standard product in other lounge and office areas	\$1,000,000	\$1,500,000
Duke School of Nursing	Education	North Carolina - NC	furnishings for new facility	\$1,200,000	>\$1,200,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: 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 employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Attachments include a Master Rep listing reflecting OFS representatives and their locations. OFS employs approximately 1850 employees across all business units. 10 of those are in marketing. 100 are in sales roles.</p> <p>Team and Locations: Our organization consists of a lean leadership team and a dedicated group of OFS/Carolina representatives across the country and internationally. Our President/CEO is Hank Menke while our SVP Sales and Marketing is Ryan Menke. Reporting to Ryan are four Regional VP's who manage sales and distribution throughout their geographies.</p> <p>Everyone in the organization is aware of our policy of leading with our Cooperative contracts for all eligible agencies. Each of our leaders has had success through contracts and fully support them. Also reporting to Ryan is our vertical market leader. Your team, including Anna McClelland, Rory Laurent, and Andrea Whitworth is focused exclusively on public agencies, education, and healthcare and will be responsible for this contract. Responsibilities of contract management include maintaining all scheduled reporting and fee requirements, website development and maintenance, development of marketing tools, engagement with contract stakeholders including the State of Minnesota and the Sourcewell team including regular quarterly business reviews to share and discuss metrics, opportunities, and challenges. It is this team's responsibility to not only win and manage contracts but to develop resources and provide web-based and in-field training and support to ensure that every OFS representative and dealer is not only aware but fluent in the best practices supporting contracts such as a Sourcewell contract.</p> <p>A marketing department of 10 people support our need to design and share marketing materials and we have a dedicated IT professional who maintains our contract website to ensure that contract and dealer documents are up to date.</p> <p>Location of sales and service providers: We have approximately 100 district sales managers and sales representatives covering every state and our international business, plus dedicated showrooms in High Point, Atlanta, Huntingburg, Washington DC, New York, Chicago, Dallas, Los Angeles as well as representative showrooms in Boston, Columbus, Houston, Denver, San Francisco, and Seattle. These folks are empowered to work directly with local dealers and customers to not only offer solutions and expertise, but to solve any issues or problems that arise in the course of doing business.</p> <p>In Minneapolis, we have a district sales manager Ben Wagner and a National Accounts Director, Edward Pisarski, who will be available to assist any local customers.</p> <p>In Canada, David Hutton, OFS Director of International Sales oversees our representatives and dealers. We have Erin Shilladay of The Little Tree Group representing OFS in the west - primarily in British Columbia. Erin has experience with Sourcewell contracts and will be a great asset. The Reeves Group represents OFS in the central and eastern provinces including Saskatchewan, Manitoba, Ontario, Quebec. Our largest dealer in the country is COI covering British Columbia, Alberta, Saskatchewan, Manitoba, Calgary, British Columbia.</p> <p>A Master Rep listing is attached reflecting the U.S. OFS representatives and their locations.</p>

<p>26</p>	<p>Dealer network or other distribution methods.</p>	<p>Attachments Include OFS Brands Inc. Authorized Dealer list - 43 pages of 1800 dealers and locations.</p> <p>We are primarily an open line with over 1800 independently owned and operated dealers across the world. This model will allow your members to work with local businesses in their community that they have grown to rely on and count on. In many cases, these dealers are representing other manufacturers as well so that they may serve as a single point of contact or resource for members who may benefit from a blended solution. Unlike some manufacturers, we don't limit ourselves to only one or two dealers in a market. We understand that dealers like agencies are unique and while one may be perfectly suited for commercial accounts, they may not be suited for education, government, or public agency members. In fact, we have found more often than not, that it can take up to 20 dealers to adequately service one state from our clients' perspective.</p> <p>We plan to train 450 of our most active dealers throughout the United States on a new contract. However, OFS is unique in our willingness to work with dealers who have proven to be a value to your members. We have dealers in every state including Alaska and Hawaii to support your members.</p> <p>In Canada, David Hutton, OFS Director of International Sales oversees our representatives and dealers including our largest dealer in the country COI covering British Columbia, Alberta, Saskatchewan, Manitoba, Calgary, British Columbia.</p> <p>Please see full dealer list attached</p>
<p>27</p>	<p>Service force.</p>	<p>The majority of service work is performed by our 1800 dealers. There is a designed overlap between sales and service. The OFS direct sales force monitors and in most cases processes service claims on behalf of our clients and with our dealers. As mentioned below in our warranty section, there are times when OFS employees resolve warranty issues in the field. Our dealers in many cases are the sole point of contact for our customers and are therefore responsible for both the up-front sales direction and the after-sale service.</p> <p>Services: As a prerequisite to gaining access to distribute OFS Brands products, we ensure that our distribution network can offer services that include but are not limited to:</p> <p>Design Services – Space planning, installation plans, furniture migration, strategies, and reconfiguration of existing furniture, assistance with furniture selection, interior office design, and computerized installation drawings.</p> <p>Project Management Services – Beginning from the planning stage, through all stages to final delivery, walkthrough, and any punch list completion.</p> <p>Delivery and Installation Services – Includes all aspects from uncartoning and inspection to and warranty services, along with repairs when needed. Reconfiguration of existing products available in certain markets.</p> <p>Delivery: Owning our logistics network allows us to take responsibility for every step along the way. We operate a fleet of 400 trailers to ensure a flawless delivery process with no hassles on your end. We have less than .002% damage rate and our online tracking system guarantees an exact delivery time, so you have everything you need when you need it.</p> <p>Warranty: In order to provide the fastest response possible, we support our dealer network to provide warranty assistance. We have a computerized process for dealers or representatives to complete Field Issue Requests so that parts and labor can be approved quickly. For large or complex installations OFS will dispatch someone from our Construction Services division to ensure that the local dealer is comfortable and familiar with new product installation methods.</p>

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The local OFS Brands representative and contract administrators will be the first point of contact for contracted clients' issues and concerns. At this level, we will determine whether the issue is one of sales or contract communication or if it is a factory/customer service topic. OFS suggests that contract holders participate in an annual business review meeting where performance is discussed as well as best practices shared and explored.</p> <p>OFS Brands has a comprehensive sales administration organization. This is overseen by an SVP of Sales Administration whose responsibility includes the following:</p> <ul style="list-style-type: none"> • Order entry • Order conditioning and scheduling • Customer service • Shipping and Logistics • Post installation services • Issue resolution • Warranty fulfillment <p>The OFS and Carolina customer service team respond to inquiries within 24 hours of notification. This team is empowered to resolve issues quickly and has the policy to maintain contact daily until issues are resolved. All OFS employees embrace our business philosophy mentioned in Tab 2 of "What you make people feel is as important as what you make". No other incentives are required to ensure that our service goals and promises are met.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	OFS is willing and able to work with any members throughout the US and Canada.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	OFS will not exclude any member. OFS has customers throughout the U.S. and has a selling policy that supports the customer's preference. While we have contracts with states and other cooperatives throughout the U.S. we would not be restricted from using our Sourcewell contract for any client that prefers it.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	A Sourcewell contract would not contain any restrictions to members outside of the Continental U.S. other than our normal terms and conditions regarding delivery and freight: All prices quoted include delivery to one destination. U.S. List Prices are domestic prices only for shipment within the Continental United States	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing plan, in the first 90 days, consists of 9 action items: 1. OFS Brands, through its marketing department, will team with Sourcewell to develop and issue a co-branded press release within the 14 days to be shared through social media.</p> <p>2. We will develop a series of co-branded one-page fliers promoting the contract that will change on a quarterly basis. These fliers can be used in direct mail Campaigns or through digital media. The first flyer will be available 30 days after the award for approval by Sourcewell. Sample Marketing Materials attached</p> <p>3. During the first 30 days, OFS will develop a clear and concise pricing document that can be shared with members, as well as dealers, to illustrate the savings and value to members</p> <p>4. OFS Brands will create a dedicated Sourcewell website page with the Sourcewell logo, a link to the Sourcewell website and a summary of the contract and services offered. Copies of the solicitation, any amendments, and the contract and marketing materials will also be posted to the homepage no later than 60 days after award. We will have the beta site for viewing by Sourcewell within 50 days of award.</p> <p>5. Within 30-60 days a dedicated sourcewell@ofs.com email address will be available to ensure that customer inquiries are answered right away.</p> <p>6. During the first 90 days, OFS Brands will feature the Sourcewell logo and in an upcoming to let us know which periodicals are most effective at reaching their members. A minimum of</p> <p>8. We will have display space at the NIGP trade show in 2020 and will happily display Sourcewell materials. OFS Brands will participate in any other national or regional trade shows that the Sourcewell team believes are successful.</p> <p>9. OFS will hold a series of company-wide webinars to announce the contract to our employees and dealers within the first 90 days. Those will be recorded and made available as part of our training portal.</p> <p>See Attachments: Sample Contract Overview Flier and OFS Learning Lookbook</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>OFS Brands is actively involved in social media to promote our products, services, successes, and partners to the market. In addition to our robust websites, we have active accounts using Instagram, Facebook, LinkedIn, Twitter, Pinterest, and YouTube Channel. OFS has a significant presence and follows rate through both LinkedIn and Instagram as one of the most followed in our industry.</p> <p>These sites can be accessed by selecting the corresponding icon located at the bottom of the OFS website at www.ofs.com or by referencing the below weblinks.</p> <p>Instagram: https://www.instagram.com/ofs/ Facebook: https://www.facebook.com/OFSSocial/ LinkedIn: https://www.linkedin.com/company/ofs- Twitter: https://twitter.com/OFS_Social Pinterest: https://www.pinterest.com/OFS_ImagineAPlace/ YouTube Channel:https://www.youtube.com/channel/UCyM5YyMyuk9oBn8RJsI65bQ</p> <p>We are able to design strategic email, mail, or social media-driven marketing campaigns to share the benefits of the OFS contract to members. We would partner with Sourcewell to determine the preference of its members.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We hope that Sourcewell will within 60 days feature OFS award information prominently on the website and that Sourcewell will promote OFS along with other suppliers during any agency interaction including trade shows, conferences, and meetings.</p> <p>Upon award of a contract, OFS Brands would like to meet with the Sourcewell team to develop the curriculum for a training webinar. The training webinar will be mandatory for the OFS Brands sales force and it will be offered at 3 different times during the first 60 days after award. We welcome the involvement of the Sourcewell team in the webinars. The PowerPoint presentation will be posted at the company intranet training site after the third session. Topics will include benefits of the contract, eligible agencies, print, and web-based marketing materials, review of the Sourcewell web site and OFS Brands dedicated Sourcewell site, benefits, etc.</p> <p>There will be campaigns throughout 2020 on the Sourcewell Contract. These sessions will highlight Sourcewell sales success stories, sales tips, new collateral marketing materials, and web-based tools.</p>
35	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.	<p>OFS currently uses both EDI protocols and website technologies as its main drivers for internet commerce capabilities. Through these technologies, we are able to handle purchase orders, acknowledgments, advanced shipping notices (ASN), and invoicing. Any additional needs would be accommodated by the in-house Information Technology team.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>There are usually two types of training that members desire. The first is standard free of charge. OFS representatives and/or dealers provide training during or shortly after installations to ensure proper operation.</p> <p>The second would be maintenance and reconfiguration training. A base level of instruction including cleaning instructions and mechanism operation can be provided by OFS or the dealer at no charge. If a member wishes to learn to reconfigure or install their product or desires further installation training, OFS will dispatch a trainer to the site or will host the member at our factory location for further training. Members will be responsible for their travel and lodging expenses.</p> <p>All contract training will be under the direction of OFS Brands Vice President Anna McClelland. This training is available in person or via webinar and is free to members.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>OFS Brands offers a unique seating mechanism, Body Balance, that allows the chair to automatically adjust to each user, whether 100 or 300 pounds, resulting in ultimate ergonomic comfort. Whether for task, executive, conference or training, Body Balance helps reduce workplace injuries and stress by removing user error. The chair adjusts to your every move and stops when you stop. It moves with you to provide support throughout your workday. See attached Body Balance Brochure for a more detailed description of the mechanism.</p> <p>OFS is unique in that we are fabricators of certain components that many suppliers source, such as hardwood components and solid surface materials. This allows OFS to offer better prices and lead times than many competitors. By producing our own hardwood and veneer parts, we can control the quality of each component part. Hardwood parts are cleared of all defects such as knots or internal log deterioration. Furniture panels and tops consist of top grade veneers. Tops are filled prior to assembly to further clarify the true beauty of wood grains. This is evident with a finished unit showing beautiful wood grain clarity.</p> <p>Another advance is in the design of our Heya collection of soft architecture and seclusion. While it may look simple, the details tell another story. In Japanese, Heya means "small room." Designer Roger Webb created Heya to form smaller spaces within an environment. For individuals, Heya creates a place for people to escape, think, and breathe. For groups, Heya creates a place for people to closely collaborate and connect. We even took Heya to a more portable level with Heya mobile, creating the option to adjust the space according to employee needs throughout the day. Heya's comfort and visual softness allow these small rooms to blend seamlessly into the office, while still providing the closeness and privacy people need to really focus.</p>

<p>38</p>	<p>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.</p>	<p>OFS founders were Pioneers of Environmentalism. Back in the 60s, when conservation was a foreign term, our second-generation leaders Phyllis and Bob Menke began to notice the effects of deforestation on southern Indiana. They took action with more sustainable production methods, established the Indiana Natural Conservancy and began a quest to acquire and reforest thousands of eroded acres devastated by industry and agriculture.</p> <p>While our products no longer rely as heavily on wood materials, we are no less committed to Phyllis and Bob's early example of caring for the world around us. The 7,000 acres of FSC certified forests we've reclaimed and the tens of thousands of trees we have planted are vital to our legacy. To quote Emerson, "The creation of a thousand forests is in one acorn."</p> <p>Cool Springs: A cross between an educational preserve, a reforestation effort, a design retreat, and a corporate meeting center, our property at Cool Springs is much more than even meets the eye. Located just down the road from our headquarters in Huntingburg, Indiana, we've been using these 600 acres to create meaningful opportunities for connection, discovery, focus, and restoration. Whether you're there for a tour with Phyllis, a four-wheeler ride through the woods, or a dinner prepared from our very own garden, you don't just visit Cool Springs, you experience it. We'd love to show you around, so please send us a note if you'd like to drop by.</p> <p>Acanthus Row: In 2014, we created a community garden managed by employees and devoted to local food and giving, and christened it Acanthus Row. The bounty of fresh and healthy food grown there is shared between employees looking to begin or maintain healthier lifestyles through diet choices. The vision of the community garden is to provide local produce to our employees and their families, as well as local not-for-profits and food banks.</p> <p>Ecomedes: OFS has partnered with ecomedes to simplify sustainable decision-making for our customers. Users of the software platform enjoy simplified product search, comparison, curation, analysis, and reporting. They can easily select products from our portfolio and analyze to any of the major environmental or human health focused building certification standards.</p> <p>Common Ground Sustainability Report: For four generations, our family business has thrived by partnering with talented and passionate people—individuals and groups who inspire innovation, celebrate achievement, and strengthen our communities. We believe that sustainability doesn't end with just reducing our carbon footprint—it spans the way we work with our customers, our colleagues, and the communities we serve. Our 2017 report is attached.</p> <p>It is OFS Brands' goal to act as a responsible steward of the environment and to utilize manufacturing methods which emphasize pollution prevention, activities that include waste minimization, recycling and the use of alternative, non-hazardous materials. OFS Brands operates 3 LEED Certified showroom facilities and one LEED Certified education facility on our Cool Springs campus. In addition, we use off-fall from our manufacturing facilities as biofuel to heat a number of our manufacturing facilities and logistics center. OFS Brands' products can contribute to a number of LEED credits for customers pursuing their certifications</p>
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<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>SCS Global Services: All of OFS Brands furniture products have achieved SCS Indoor Advantage and SCS Indoor Advantage Gold Certifications. Indoor Advantage Gold certification is SCS Global Services' highest level of indoor air quality performance for furniture. The certification assures those furniture products support a healthy indoor environment by meeting strict chemical emission limits for volatile organic compounds (VOCs). To be certified, products must be tested by independent labs for compliance with the ANSI/BIFMA X7.1, and either ANSI/BIFMA e.3 or CDPH/EHLB Standard Method V1-1 for VOC emissions of concerns.</p> <p>A complete list of certified products and our product certificates can be found on SCS Global Services website: http://www.scsglobalservices.com/certified-green-products-guide)</p> <p>BIFMA Level: OFS Brands currently holds the following environmental certifications: Level® 1 - Conforms to ANSI/BIFMA e3-2014e Furniture Sustainability Standard Level® 2 - Conforms to ANSI/BIFMA e3-2014e Furniture Sustainability Standard Indoor Advantage™ Gold - Indoor Air Quality Certified to SCS-EC10.3-2014 v3.0 FSC 100%, FSC Mix SmartWay Transport Partner 41 of our product lines are certified level 1, 32 or our products lines are certified at level 2.</p> <p>The GREENGUARD Environmental Institute has awarded its GREENGUARD Indoor Air Quality Certification® to OFS Brands for all products within the wood veneer casegoods, laminate casegoods, guest, lounge, and swivel seating collections. GREENGUARD certification deems these products as environmentally-friendly for indoor air applications, making a significant contribution to quality indoor air by meeting strict chemical and particle emission guidelines. Office furniture products meeting these allowable emission levels also meet the requirements of LEED credit 4.5 and the BIFMA X7.1 conformance standard.</p> <p>ANSI / BIFMA Furniture Emission Standards: OFS Brands products are SCS Indoor Advantage Gold certified, therefore meeting ANSI/BIFMA Furniture Emissions Standards (M7.1 /X7.2-2011). These are the testing standards that all furniture manufacturers have to follow when testing for the IAQ performance.</p> <p>Product design & development: OFS collaborates with interior and industrial designers to develop innovative furniture that exceeds the functionality requirements of the user while minimizing the amount of materials required for production. This Design for the Environment approach greatly reduces the amount of material required to produce our furniture products, while also incorporating some of the core principles of green building design. Considering functionality, aesthetics and environmental performance into each product design we are able to satisfy customer demand while offering products that meet strict 3rd party environmental certifications. OFS has also initiated research into Chemicals of Concern avoidance within our furniture products. Following both Government and Non-Government Organizations' determinations of hazardous substances, along with the BIFMA e3 Sustainability Standard's Chemicals of Concern listing, we have initiated work with our supply chain partners to identify potential hazards within the composition of Customers our products. It is the intention of OFS to identify these chemicals, report on any inclusion into our products, and work to replace potential hazards with safer alternatives.</p>
<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>OFS does not hold the certifications described, however, we have many dealer partners that do. Please see a sample list of those dealers attached. "Table 8 Disadvantaged dealers partial"</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>Healthcare: Our Carolina brand allows members access to products that move beyond the typical workplace and education areas and into senior living and patient care including dining, waiting, recliners, sleepers, overbed tables, behavioral health and mother/child items.</p> <p>Unique Distribution Model: Sourcewell members may be accustomed to buying from a manufacturer who works through a small number of dealers or is a dealer themselves. At OFS, we have "open" distribution which means that we have many more dealers in every market than any of our competitors. That allows members to work with dealers who serve them well or who meet local spend/diversity goals.</p> <p>Deliveries: Owning our logistics network allows OFS to take full responsibility for delivery. We operate a fleet of over 75 trucks to ensure a flawless delivery process. Add the benefit of our 99.98% damage-free rate and an online tracking system that identifies the exact time of delivery, and you can be confident that you'll receive everything you need, exactly when you need it. OFS Brands owns the process and the delivery.</p> <p>Modular Casework: The custom laminate and solid surface capabilities of Mile Marker modular cabinetry and casework enable us to provide countertops and cabinets for a number of applications including healthcare, breakrooms, dormitory kitchen/breakrooms and more. Mile Marker can also be used to build shelving, bookcases, and reception desks. The option rich solutions offered by Mile Marker allow each application to be customized for specific needs. Unlike millwork, Mile Marker ships fully assembled, offering simple installation. Components can be easily moved and reconfigured, should needs change. Mile Marker components are engineered to disassemble and reattach. While conventional contractor millwork is guaranteed for 1 year, Mile Marker comes with a limited lifetime warranty. Another benefit is delivery in 6- 8 weeks. A full support team is available from specification through installation. Mile Marker lockers are available and can be customized for athletics or general student use. This is a link to what it looks like from our website: https://carolina.ofs.com/products/casework/modular/mile-marker?search=mile%20marker&_ga=2.33253111.89470429.1576429485-198224339.1555939867 and these images are ideal to illustrate lockers: https://ofs.com/products/casework/storage/intermix-storage?search=intermix&_ga=2.28602101.89470429.1576429485-198224339.1555939867</p>
42	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>OFS is very willing and has current processes in place to service Sourcewell members in Canada. All shipments are F.O.B. point of shipment, freight prepaid and allowed, excluding surcharges. Shipments to Canada are freight prepaid and allowed to port of exit.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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43	Do your warranties cover all products, parts, and labor?	<p>OFS and Carolina will repair or replace, at our discretion without charge to the original purchaser, any product or part thereof which fails as the result of such a defect during the warranty period. With prior approval, OFS reimburses our dealers for labor costs.</p> <p>The OFS warranty is enclosed but some details follow:</p> <p>OUR COMMITMENT TO OUR CUSTOMER OFS and Carolina products are manufactured with careful attention to detail and with an on-going commitment to achieve a level of quality that is free of defects in materials and workmanship, given normal use and proper care. In an effort to stand by this philosophy, OFS and Carolina, hereby warrants, to the original purchaser of the product and from the original date of purchase.</p> <p>OFS and Carolina products warrant to 12 years on single-shift applications with exceptions noted below. Carolina products warrant to 12 years on multi-shift applications with exceptions noted below.</p> <p>OFS and Carolina will repair or replace, at our discretion without charge to the original purchaser, any product or part thereof which fails as the result of such a defect during the warranty period. In the event any product has to be returned to the factory for verification of a complaint, it must be pre-authorized by the factory and shipped prepaid along with written information containing the name of the original purchaser, original invoice number, and a copy of the original purchase order. If the product is returned to an authorized dealer for repairs, OFS and Carolina will provide the materials to repair the product free of charge, including transportation cost.</p> <p>Warranty does not cover:</p> <ul style="list-style-type: none"> • Natural variations in color, grain, or texture of wood, leather and other textiles over which OFS and Carolina have no control. • Normal aging and wear of textiles, filling materials and finishes are exempted from this warranty. • Textile color matching, textile puddling, fastness of colors or wearing qualities of any material. • Slight differences in textile color due to supplier dye lot differences on large orders or on repeat orders placed at later dates from the original order. • Labor and service not covered under warranty. • Customer's Own Material (COM/COV/COL) is not covered by the textiles warranty. Any warranty claims for these upholstery materials will fall to the original vendor of the textile. With a broad spectrum of harsh cleaning agents used by facilities, it is recommended that the owner test each textile selection with their specific cleaning methods before ordering. • OFS or Carolina products or components attached in some manner to any other manufacturer's products or components (i.e. OFS conference tops to another manufacturer's base). • Damage caused by a transportation company. • Damage created by loading file drawers with anything other than hanging files. • Freight or other shipping charges on returned product or parts, labor and service.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. The full warranty is found in question 43. The warranty and price lists feature single and multi-shift options as well as varying weight capacity products.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes with prior approval. Dealers are reimbursed after filing an internal report with OFS Customer Service.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	OFS is able to provide warranty service throughout the U.S. and Canada through the dealer servicing the member.
47	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?	The OFS contract will not service products produced by other manufacturers. Responsibility for the warranty lies with the original manufacturer.

48	What are your proposed exchange and return programs and policies?	<p>OFS or Carolina will accept returned merchandise with a signed Return Authorization (RA) issued by our Customer Service Department. All returned merchandise must be properly packaged and cartoned to prevent further damage. Carton must be clearly marked with identifying RA number so that proper credit can be issued. We will consider issuing RAs for the following reasons:</p> <ul style="list-style-type: none"> •Manufacturing defect (must be inspected by a OFS or Carolina Sales Representative) •OFS or Carolina order processing error •Shipping error •Duplicate shipments •Mismarked cartons <p>All merchandise must be returned within thirty (30) days of the date of the RA to receive credit. Freight damage, signs of usage, missing parts, etc. will be adjusted on the amount of credit to be issued. Details are found in Warranty attached</p>
49	Describe any service contract options for the items included in your proposal.	<p>The OFS contract will include dock delivery, also known as drop ship, with services being added and quoted on a per project basis.OFS will consider revising amending the contract during the term to reflect ceiling discounts inclusive of services If that option is deemed valuable to the member customers.</p> <p>Inside delivery, and installation (described below) may be quoted and provided on a per project basis. OFS and OFS dealers are happy to support customers who wish to have an alternate or unique service contract based on our Sourcwell contract.</p> <p>Dock/Drop Ship: All deliveries shall be delivered to the site. End-User /buyer is responsible for unloading, unboxing and assembly. Dealers may receive and unload products at dealer or client dock but labor to do so or double handling is not included in "drop ship" price.</p> <p>Inside Delivery: Service includes meeting truck, unloading and moving furniture to a designated area in the building. Unboxing, debris removal, and assembly will be the responsibility of the client.</p> <p>Installation: Includes inside delivery, uncrating, assembly, installation, removal of installation documents and the bill approved plans and specifications. Punch list included.</p> <p>Project Management can be a valuable service. Project Management is primarily performed by the OFS Authorized Dealer with factory support from the OFS family. This service usually includes field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with the purchaser and other contractors, and creation and implementation of punch list by a project manager.</p> <p>Maintenance Agreement: Members may choose to establish a service agreement that includes routine maintenance to ensure the proper working order of their equipment and to manage any cleaning and warranty concerns.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	OFS standard payment terms are net 30 from the date of the invoice.
51	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?	<p>Yes, OFS Brands partners with Marlin Capital Solutions to offer financing flexibility. Features include:</p> <p>Quick response.</p> <ul style="list-style-type: none"> • No financials up to \$200,000 • Easier and quicker than a traditional bank loan • Same-day credit approval <p>Conserve working capital.</p> <ul style="list-style-type: none"> • Keep your cash on hand • Grow your business without a large cash outlay Custom-tailored, flexible solutions. <ul style="list-style-type: none"> • Financing is custom-fit to meet your company goals • 24- to 72-month terms • Various purchase options <p>Convenient tax benefits.</p> <ul style="list-style-type: none"> • Your purchase could be 100% tax-deductible <p>Bundled financing solutions for a total project.</p> <ul style="list-style-type: none"> • \$10,000 up to \$1,000,000 • Bundle your total project under one affordable payment including furniture, sound masking, installation, art, accessories and any other soft costs
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>Sourcewell Member contract orders may be submitted directly to OFS Brands Inc. or placed through an authorized OFS Brands Dealer as per the terms and conditions of the awarded contract. In either case, OFS will be responsible for reporting of sales.</p> <p>Members may work directly with an OFS representative but it is most common for a customer to work directly with a local dealer who will meet with the customer to discuss project scope, schedule, site conditions, budget, etc and provide a detailed bill of materials and proposal as well as any drawings, samples, fabrics or finishes needed to make a decision. The proposal will feature contract product pricing, current lead time for the product, and any additional services needed to complete the project including but not limited to: design, project management, general contractor coordination, inside delivery, installation, asset management, refurbishment, reupholstery, and punch list. Dealers will receive project sign off and will be responsible for ongoing maintenance and warranty.</p> <p>The OFS operating system (Oracle) gives us the ability to track and run Contract Sales Activity Reports that we intend to customize to include the specific criteria required per Section 8 of the Contract template. The Manager of State Contracts, Rory Laurent, will provide detailed usage reports and will manage the administrative fees on a quarterly basis as required.</p> <p>Member orders shall include:</p> <ul style="list-style-type: none"> •Company name, address, telephone number •Contact person •Authorized signature (if standard practice by agency) •Purchase order number •Sold to address & ship to address •Order date •Requested ship date •Complete style number including Fabric/Vinyl/Leather grade, vendor, pattern and color ••Any special instructions
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes. OFS and most dealers accept Visa, MasterCard, Discover and American Express. P-card payments are subject to a processing fee that may vary by state.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	It is the intention of OFS Brands Inc. to propose a specific discount percentage off the current OFS U.S. Dollar List price catalogs. See attached pricing materials detailing the products by category and the discount structure being offered to Sourcewell Members including volume discounts. Dealers would quote services to deliver, install or project manage on a per-project basis. This is the most common pricing model and allows market conditions to determine the best labor rates for members. OFS would be happy to configure a Delivered and Installed structure for members if desired.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	OFS Brands Inc. is pleased to offer percentage discounts from current published list prices starting at 57% off the current price lists.
56	Describe any quantity or volume discounts or rebate programs that you offer.	OFS offers volume (tiered) discounts based on list price volume. Tiers and additional discounts are shown in the attached pricing document. OFS may at times offer additional volume discounts or rebates on a project-by-project basis.
57	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.	OFS would use the same method that we use with other commercial or contract customers. The most common method is through the dealer who works with the member to determine the unique requirement. The dealer or OFS representative would submit it to our Customer Service department to determine if we can produce the item as a "special item". If the product can be engineered and produced by OFS we prepare a quote that features a "list price" value that would then have the contract discount applied to yield a "sell price".
58	Identify any element of the total cost of acquisition that is NO pre- delivery inspection, installation, set up, mandatory training	The proposal submitted reflects specification, production, and freight of product within the Continental U.S. The current OFS proposal does not include inside delivery, set-up, installation or taxes. Those and other services would be quoted through a dealer. Additionally, Canadian customers may be impacted by GAT, additional in-country freight costs, and conversion of the US to Canadian dollars. Members outside CONUS may incur additional freight costs to the final destination.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	All shipments are F.O.B. point of shipment, freight prepaid and allowed, excluding surcharges. Shipments outside of the Continental United States are freight prepaid and allowed to the port of exit. OFS and Carolina reserve the right to select the most appropriate carrier and routing on all shipments; however, we will try to accommodate requests for Sourcewell Member's preferred carrier. OFS and Carolina reserve the right to implement a surcharge unless specifically excluded in this contract. OFS will waive the customary small order fee for Sourcewell members. Any charges arising from failure to receive a shipment, weekend deliveries, rerouting while in transit or carrier storage charges are not included in prices shown. Orders requiring special services are subject to an additional charge.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments outside the Continental United States, including Alaska and Hawaii, are freight prepaid and allowed to the port of exit. Our Authorized Dealers will work with Sourcewell Members to facilitate delivery from the port of exit to the member's final offshore destination or Canada and will provide a quote. Delivery terms to Canada locations are as follows: Discounts for product reflect current US Price Lists. Pricing for Canadian members would feature the same discount structure off of current USD price list as shown in the contract. Members would add 5% GST Tax to Net as well as a brokerage fee of \$7.50 or going rate per product line. Standard published lead times are from the time of order to shipment. Normal transit time to the port of exit adds 10 days to Western Canada and 5 days to Eastern Canada via OFS/Styleline truck. Note: Order may be received and paid in U.S. Dollars. If a member chooses to enter an order in CAD the posted exchange rate at the time of order would be added. Usually, that rate is 1.3

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Owning our logistics network allows OFS to take full responsibility for delivery. We operate a fleet of over 75 trucks to ensure a flawless delivery process. Add the benefit of our 99.98% damage-free rate and an online tracking system that identifies the exact time of delivery, and you can be confident that you'll receive everything you need, exactly when you need it. We have a company-owned fleet of late-model tractors equipped with GPS on-board computers. From our courteous, uniformed drivers to our cutting edge equipment and technology, you will not find a logistics provider more passionate about exceeding customer expectations. Our solutions are tailored to meet each Sourcewell Member's' unique transportation needs. Emergency or rush deliveries will be fulfilled on a case by case basis, depending on the availability of parts and upholstery selections. Special handling requirements may be subject to additional delivery charges. For information on stock availability, call our customer service hotline 800-521-5381.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell.	<p>When orders are entered, our Order Entry department will review each order to ensure that it complies with the pricing and documentation requirements before accepting the order. At any time, a member may email OFS at Sourcewell@ofs.com to request a review of their pricing to ensure it is correct. Anna McClelland, the Vice President for Specialty Markets will participate in the annual contract evaluation meetings and will be prepared to discuss sales volume, general activity, key wins or losses, and what our two organizations can or should do together to market the contract and grow sales.</p> <p>Additionally, Mrs. McClelland will be prepared to discuss any pertinent quality issues, new product introductions, market trends, website updates, dealer changes, and general discussion.</p> <p>The Manager of State Contracts, Rory Laurent, will provide detailed usage reports and will manage the administrative fees in accordance with the terms and conditions of the awarded contract. His calculations will be reviewed by the OFS finance department for accuracy.</p>
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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 the RFP and template Contract for additional details.)	Once awarded a new contract, OFS Brands Inc. agrees to pay an Administrative Fee equal to 1% of the total Quarterly Net Product Sales. Contract Sales Activity Reports and Administrative Fee payments will be processed and paid in accordance with the terms and conditions of the awarded contract.

Table 14: Industry Specific Questions

Line Item	Question	Response *
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65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>OFS will be able to track and monitor contract sales on a daily basis. Monthly, we will track sales and maintain a chart to show contract growth and usage. Additionally, we can tell which areas of the country and dealers are active with the contract and adjust our sales efforts toward areas that have not shown growth. This may be in the form of direct marketing efforts to members and/or through the education of our sales force. Finally, we will poll customers at industry events to determine awareness and preferences so that we may adjust our efforts accordingly. Finally, our best metric will be through communication with Sourcwell to ensure that we are meeting and exceeding member expectations.</p>
66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	<p>Unique to our industry, OFS operates its own in-house testing lab. This test lab is A2LA accredited (Test Certificate No. 3337.01). The accreditation assures our customers that our test equipment is accurate and we are following all required procedures. Having an in house testing lab has many benefits including the ability to quickly test new product developments or different aspects of a given furniture unit. This ensures that a unit will meet specific requirements before the product design is completely finished. This ability alone can potentially save hundreds of hours of design and engineering time and facilitates new product introductions.</p> <p>Our products are tested and certified to ANSI/BIFMA contract furniture standards to ensure that the size and quality of the products are appropriate for commercial use. Additionally, OFS achieves environmental standards including the ones listed below.</p> <p>SCS Indoor Advantaged and SCS Indoor Advantage Gold Certifications: All OFS products achieve SCS Global Services' highest level of indoor air quality performance for furniture. The certification assures that furniture products support a healthy indoor environment by meeting strict chemical emission limits for volatile organic compounds (VOCs). To be certified, products must be tested by independent labs for compliance with the ANSI/BIFMA X7.1, and either ANSI/BIFMA e.3 or CDPH/EHLB Standard Method V1-1 for VOC emissions of concerns. A complete list of certified products and our product certificates can be found on SCS Global Services website: http://www.scsglobalservices.com/certified-green-products-guide</p> <p>All OFS products have achieved BIFMA LEVEL Certification. The BIFMA e3 Sustainability Standard, which provides the foundation for the LEVEL® certification, is the multi-attribute, sustainability standard and third party certification program for the furniture industry. For more information on the LEVEL® certification program and to view our certifications please visit levelcertified.org.</p> <p>FSC Certified: To promote and support our commitment to responsible forest management OFS offers all casegoods and tables as FSC® COC Certified (Forest Stewardship Council®). The FSC Standards represent the world's strongest system for guiding forest management toward sustainable outcomes. Fscus.org FSC certified products are manufactured with material that comes from managed forests that are traceable from the time the logs are cut to the time the final project is installed and are recorded by way of COC or chain of custody claim on all invoices. The demand for certified forest products has grown significantly in recent years. OFS's goal to act as a responsible steward of the environment encouraged us to pursue our FSC Chain of Custody (COC) certification back in 2007. This enabled us to procure and process wood fiber based materials that are certified under the most recognized global certification standard for responsibly harvested and/or recovered wood material. This provides our customer (Dealer, A&D community and end-users) the added reassurance that they have purchased furniture that meets the strict requirements of the FSC COC Standard</p> <p>All OFS and Carolina brands products are Greenguard certified.</p> <p>OFS participates in LEAN manufacturing processes. Lean manufacturing projects focus on reducing wastes and non-value added activities. Non-value added activities are defined as anything the customer is not willing to pay for. Lean Manufacturing activities can range from improvements to the shop floor flow to promotion of multi-functional associates who support flexibility and can quickly adapt to changing customer demands. Reductions in waste are quickly realized during our manufacturing processes. Through the use of our optimizing software, we are able to create the best possible yields on a job-to-job basis, while cutting our raw board material. This initial process in the manufacturing of our furniture creates yields of approximately 75% for all cut board material. We also utilize off-fall from our board cutting processes to produce minor parts/components as well as pallets used to transport materials throughout our multiple manufacturing facilities. This DfE approach to our processes creates gained efficiencies and promotes a culture that enables all employees to participate in continuous improvement and waste reduction innovations.</p> <p>Energy, water & water management: OFS has an established recycling and reuse program. This program was created to divert as much solid waste from landfill</p>

disposal as possible, with the ultimate goal of 100% solid waste diversion. Additionally, we track all water and energy usage.

Voluntary Carbon Reporting: OFS voluntarily reports its Greenhouse Gas emissions through the Carbon Disclosure Project (www.cdp.net). Annually, we inventory our GHG emissions and report to the CDP. This practice increases transparency to our customers, colleagues and communities, and helps us to identify risks, opportunities and areas where we can improve in terms of climate change mitigation

Quality Assurance Program

The OFS quality assurance program is a program designed to meet and exceed our customer's expectations. It is our goal that each user of our furniture should be proud of their newly purchased furniture for years to come. The high-quality products that we manufacture will enhance the appearance of an office, while also allowing the user to maximize productivity and efficiency in the workplace.

Quality is not just a department, nor is it just a theory. Quality is an overall business system that is practiced every day at OFS. This quality business system includes the OFS supply chain, starting with the external vendors and extending through the shipping of products. It also consists of specifications that control the incoming material; state of the art equipment to produce high-quality parts; cleanliness of facilities; work instructions to outline correct process for the assembly, finish, and pack process; a design staff that sets specifications; an Engineering and Quality Department that communicates these set specifications to the production floor; and production standards which enforce compliance to these pre-set specifications. The driving factor of the OFS quality business system is all OFS personnel including both plant and office employees. Each individual takes immense pride in his or her work, which is the reason we continue to be an industry leader in high-quality furniture.

The following is more detailed documentation that explains and supports the Quality business systems of OFS.

Raw Materials: Hardwood parts and veneered panels are manufactured by OFS. By producing our own hardwood and veneer parts, we can control the quality of each component part. Hardwood parts are cleared of all defects such as knots or internal log deterioration. Furniture panels and tops consist of top grade veneers. Tops are filled prior to assembly to further clarify the true beauty of wood grains. This is evident with a finished unit showing beautiful wood grain clarity. All OFS vendors conform to pre-set specifications. Parts that are supplied to OFS for manufacturing, such as high pressure laminate, core material, and upholstery fabrics, are immediately inspected and evaluated when received at our facilities. This assures that our vendors conform to the specifications we set, not what the vendor sets. If defects are found, it is rejected and returned to the vendor. If it passes inspection, it is put into inventory for usage. It is important for all raw materials (whether internal or external) to be defect free. This will help ensure a high quality finished product. Also, it enables manufacturing facilities to operate with maximum efficiency ensuring each OFS customer a quality product that is delivered on time.

Assembly: Assembly processes used by OFS guarantee long lasting and durable furniture. Wood screws and glue in joints help stabilize units for long term use. Further strength is added to structural joints by using 16-gauge steel angle brackets and wooden glue blocks. Several series feature a "lock miter" construction which allows the visible areas of the chassis to be unbroken by panels, making a smooth external appearance. Drawers feature the highest quality A grade suspensions to ensure a strong but smooth and quiet operation. All OFS suspensions feature a lifetime warranty. OFS holds all personnel responsible for the quality and craftsmanship for each customer's product. This is managed by electronic scan stations throughout the assembly process where the employee performing the task must scan the product ID as well as input their personal employee code. This allows us to trace back to the date, time, and the individual(s) who worked on each specific piece of furniture if there was to be an issue that the customer might encounter.

Finish: OFS uses one of the most detailed finish systems in the wood office furniture industry with advanced electronic equipment to monitor and control the process. As units enter the finish line in each plant, a SAP and NGR stain is applied to make the color uniform and is then checked for color acceptance. The SAP and NGR stains will provide consistency in the finish colors when veneer color tones vary. Then the unit goes through a washcoat process which seals and protects the SAP and NGR stains. Then the entire unit is hand sanded for smoothness and checked for color acceptance. The first coat of Euroluxe sealer is applied to the top surface only, this is done to help with the protection of the top surface. The unit goes through a curing oven for 8 minutes. Then the whole units get a coat of Euroluxe sealer plus a second coat on the top surface. The unit then cures through an oven for 10-15 minutes. The unit is then hand sanded for smoothness and checked for color acceptance. The final step is the application of the Euroluxe top coat. The unit goes

		<p>through the last curing oven for 30 minutes. When coming out of the last oven, color again is checked for final acceptance.</p> <p>The unit moves on to the trim line, runs through final inspection, and the unit is then packed. Each unit is packaged with a specially designed carton which will allow for the easy moving of units. The inner packing consists of padded corner pads, cushioned flats, and a foam cover to protect the unit from scratches. In addition to the above mentioned quality checks, OFS also uses a weekly testing to assure color consistency from plant to plant.</p> <p>Shipping: Upon being packed, each unit is delivered to a finished goods warehouse. OFS has a company owned transportation system, Styline Logistics, where the drivers are employed by OFS as well as owner / operators. Freight is carried on our own tractors and trailers as often as possible to meet the needs of our customers. This allows us to control the handling of merchandise all the way to the delivering destination. On occasion, OFS utilizes outside carriers whenever necessary to meet the needs of each individual customer. Our personnel are responsible for moving the furniture within the shipping warehouse, staging the furniture for shipment and loading in our trailers. Our drivers transport, handle and deliver with care assuring that there is no damage to the furniture. Once units are loaded on our trailers, they are not unloaded until it reaches the delivering destination. Many other transportation systems such as LTL and pool truck carriers frequently pass through many terminals before reaching the final destination, resulting in an increased percent of damage. Common LTL and pool truck carriers average between 8 and 10% damage. Styline has a freight damage rate of less than .1%. This helps in completing an installation on time negating unnecessary freight claims and the ordering of replacement furniture. In addition, our new regional distribution centers will further reduce the potential for damage and speed up deliveries.</p> <p>OFS wants to ensure the highest level of quality for each of our customers. In order OFS Customer Service Team works very diligently with Quality, Engineering, and Factory.</p> <p>Additional information may be found in the attached Table 8 Sustainability Report</p>
<p>67</p>	<p>Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.</p>	<p>OFS and our dealers have the experience and expertise to offer space planning and design suggestions for members who desire a move to collaborative or open concept environments.</p> <p>For many years OFS and Carolina have offered benching and mobile work areas, seating and lounge pieces that contribute to open and collaborative spaces. Over the past several years we have added several tables, desking and library collections (Eleven, Intermix, Range, Applause, & Rift to name a few), that support open and collaborative areas due to their size, height, adjustability, and varying levels of privacy. The most recent is our Kintra table that is unusually long (8 foot) yet height-adjustable - moving easily from seated to standing height (or dining to meeting). Additionally, our seating products have expanded to include moveable, modular seating that supports employees, students and visitors with comfort as well as tasking, learning, power and nesting options. Most notably is our Heya lounge product (best of Neocon 2017). Designer Roger Webb created Heya to form smaller spaces within an environment. For individuals, Heya creates a place for people to escape, think, and breathe. For groups, Heya creates a place for people to closely collaborate and connect. We even took Heya to a more portable level with Heya mobile, creating the option to adjust the space according to users needs throughout the day. Heya's comfort and visual softness allow these small rooms to blend seamlessly into the space, while still providing the closeness and privacy people need to really focus. Options include tablet arms, power, lighting, an impressive level of acoustics with and without the optional canopy. Additional pieces such as lockers, power beams and ambient lighting help anchor the space.</p> <p>OFS and Carolina products offer a plethora of product options including open plan furniture lines including Obeya for open-concept space division, Staks, Re, Intermix, Slate and Applause open-plan products which offer a variety of open and closed concepts.</p> <p>OFS has won Neocon awards for Coact lounge, Elani seating, and Heya in the category of collaborative seating. The attached Table 7 OFS Lookbook will illustrate a few of our solutions.</p>

68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	<p>OFS and OFS dealers employ design professionals that can assist members with char collaboration with Green Business Certification Inc.—the certification body for the LEED</p> <p>OFS can share the criteria supporting certification in which 100 performance metrics, design strategies, and policies work harmoniously with LEED which is now a known acronym standing for Leadership in Energy and Environmental Design. Therefore you could say that LEED is for environment and WELL is for people. The framework of this innovative and extremely relevant standard encompasses seven concepts of wellness: Air, Water, Nourishment, Light, Fitness, Comfort and Mind and It's often a minor tweak, slight adjustment or just a focus on a specific concept that can make a tremendous difference to employee health and wellbeing and many of the recommended preventive medical intention strategies that respond to the performance metrics are intuitive while offering significant health benefits. OFS is offering this education as a commitment to further educating its partners with current and relevant industry education, supporting our continued investment in not just creating products that promote environments that focus on human-centered design, but education on the innovative trends that support that commitment. In today's highly competitive, connected world, we are all looking for key drivers of how to add additional value to our clients and employees, and for those that have not been exposed to how the preventive medical intentions within the program support improved health and well being within the built environment, our information will be extremely insightful, and further their ability to enhance their design and product solutions while communicating more effective operational behaviors.</p> <p>OFS dealers and representatives can also speak to our integrated technology (charge your phones from your furniture) and ambient lighting options which contribute greatly toward an enhanced employee experience.</p>
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	<p>Through interior design employees and partners, OFS and OFS dealers are capable of discussing the benefits to employee well being through design and product selection. Those same professionals are able to offer pre-and post-occupancy surveys that serve to validate the effectiveness of the design on productivity or employee engagement.</p>
70	Describe how your products are integrated or factor into a LEED certified facility.	<p>OFS products can be selected or specified with Materials and Resources and Indoor Environmental Quality credit categories in mind. Contributors to those points are products that are Greenguard certified, FSC certified, BIFMA LEVEL certified, and disclosure of chemical and recycled content.</p> <p>OFS is an active member of the U.S. Green Building Council. The USGBC is the nation's foremost coalition of leaders working to transform the way buildings and communities are designed, built and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves the quality of life. As a member of the USGBC, OFS promotes the development of the LEED green building certification program. We offer products that contribute to LEED Certified projects and have committed to LEED certification of multiple OFS locations throughout the country.</p> <p>OFS products are Greenguard certified which contributes to LEED certification.</p> <p>A contributor to LEED certification are points achieved through BIFMA LEVEL certification, of which all OFS products are certified. The BIFMA e3 Sustainability Standard, which provides the foundation for the LEVEL® certification, is the multi-attribute, sustainability standard and third party certification program for the furniture industry. For more information on the LEVEL® certification program and to view our certifications please visit levelcertified.org.</p> <p>Another contributor to LEED certification is FSC. By specifying OFS products with FSC materials members may achieve LEED certification.</p>

<p>71</p>	<p>Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcwell contract.</p>	<p>Our approach is that of leading with contracts when selling to eligible agencies. While the contract would benefit our customers by saving them time and money, it benefits OFS as well by allowing us to spend time on solutions rather than bids. While we are not always the least expensive solution, our customers tell us that we provide value through not only our products but also through our culture and our people. Values not often measured by bid criteria.</p> <p>People: OFS has a dedicated team of people focused on growing our public agency market. Through a Vice President and 3 National Account Directors, we have a focused approach to growing this segment both through our direct efforts, but also through our national sales force and via trade show and conference education.</p> <p>Policy: OFS leadership has agreed to a policy of leading with contracts for eligible members.</p> <p>Presence: OFS participates in NIGP events and chapter events as well as Ed Spaces to meet and educate members and would welcome the opportunity to share the benefits of our Sourcwell contract with them.</p> <p>Experience: OFS works with these customers every day. Each day we are working with state, local, education and non profit customers to bring value to their process and facilities. Additionally, we work with their architectural design, and construction partners to extend the reach of OFS and our contracts.</p> <p>Marketing:</p> <p>Our marketing plan in the first 90 days consists of 9 action items: 1. OFS Brands, through its marketing department, will team with Sourcwell to develop and issue a co-branded press release within the 14 days to be shared through social media.</p> <p>2. We will develop a series of co-branded one-page fliers promoting the contract that will change on a quarterly basis. These fliers can be used in direct mail campaigns or through digital media. The first flyer will be available 30 days after award for approval by Sourcwell. Sample Contract Overview Flier attached 3. During the first 30 days, OFS to members 4. OFS Brands will create a dedicated Sourcwell website page with the amendments, and the contract and marketing materials will also be posted to the home page 5. Within 30-60 days a dedicated sourcewell@ofs.com email address will be available to ensure that customer inquiries are answered right away. 6. During the first 90 days, OFS Brands will feature the Sourcwell logo and in an upcoming Lookbook highlighting items on the contract. (sample lookbook for education attaching) 7. OFS Brands is happy to advertise the contract in regional or national publications. We would rely on Sourcwell to let us know which periodicals are most effective at reaching their members. A minimum of one advertisement in a national publication can occur within 90 days from the award date.</p> <p>8. We will have display space at the NIGP trade show in 2020 and will happily display Sourcwell materials. OFS Brands will participate in any other national or regional trade shows that the Sourcwell team believes are successful.</p> <p>9. OFS will hold a series of company-wide webinars to announce the contract to our employees and dealers within the first 90 days. Those will be recorded and made available as part of our training portal.</p>
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Table 15: Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - CommJacksonReference (1).pdf - Thursday December 19, 2019 08:01:21
 - [Marketing Plan/Samples](#) - Table 7 sample of marketng materials.pdf - Thursday December 19, 2019 11:19:56
 - [WMBE/MBE/SBE or Related Certificates](#) - Table 8 Disadvantaged Dealers_partial_12.15.19.pdf - Monday December 16, 2019 19:12:55
 - [Warranty Information](#) - Table 9 OFS_Warranty.pdf - Tuesday December 17, 2019 07:52:01
 - [Pricing](#) - Table 11 Proposed Pricing.pdf - Thursday December 19, 2019 11:45:02
 - [Additional Document](#) - Zip of various attachments.zip - Thursday December 19, 2019 12:08:32

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

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 Sourcewell member 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 Sourcewell, or any person, firm, or corporation under contract with Sourcewell, 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 contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. 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 and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell 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.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell 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.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Anna McClelland, Vice President Specialty Markets, OFS Brands Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

**AMENDMENT #1
TO
CONTRACT #121219-OFS**

THIS AMENDMENT is by and between **Sourcewell** and **OFS Brands Inc.** (Vendor).

Vendor was awarded a Sourcewell Contract for Furniture Solutions with Related Accessories and Services effective February 19, 2020, through February 18, 2024, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 20. Insurance, Subsection A. Requirements, Item 5 Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.

Remainder of page intentionally left blank.

3. Section 20. Insurance, Subsection A. Requirements, Item 6 Network Security and Privacy Liability Insurance of the Original Agreement is modified to reduce the minimum limits required to \$1,000,000 per occurrence and annual aggregate.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Autho: C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 6/26/2020 | 11:48 AM CDT

OFS Brands Inc.

DocuSigned by:
By: Ryan Menke
Autho: 5A6A46F21E0145A...

Ryan Menke
Name – Printed

Title: SVP of Sales and Marketing

Date: 6/26/2020 | 11:30 AM CDT

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coauette
Authorized Signature: 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 6/26/2020 | 1:05 PM CDT