

REFERENCE AGREEMENT FOR SERVICES

JTDC RESIDENT CHAIRS

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER

AND

NORIX GROUP, INC

CONTRACT NO. 2510-07151
PURCHASE ORDER NO. 70000366990

Region 14 Education Service Center – TX: Reference Contract 07-109

NON-FEDERALLY FUNDED CONTRACT

PART I
AGREEMENT

THIS CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Norix Group, Inc, herein after the "Contractor".

WHEREAS, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

WHEREAS, Region 14 Education Service Center ("Region 14 ESC") solicited a formal Request for Proposal for Furniture, and the Contractor was identified as a qualified and best value provider for services; and

WHEREAS, Region 14 ESC entered into a contract on September 1, 2022, for the provision of supplies by the Contractor for Region 14 ESC relative to Furniture, a copy of the contract is attached hereto as Attachment I for reference purposes only, but the terms of the Region 14 ESC contract are not made a part of or incorporated into this Contract; and

WHEREAS, the County wishes to leverage the procurement efforts of Region 14 ESC; and

WHEREAS, the County, through the Juvenile Temporary Detention Center desires certain similar supplies of the Contractor; and

WHEREAS, County Offices, Departments, and Agencies may utilize this Contract for specific contracted procurement efforts; and

WHEREAS, the Contractor agrees to provide Furniture, incorporated as Exhibit I, Specifications; and

WHEREAS, the Contractor warrants that it is ready, willing and able to deliver these supplies set forth in Exhibit 1, Specifications, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Region 14 ESC TX Contract No. 07-109.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "I"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County from August 27, 2025, through August 26, 2026.

III. PAYMENT

In no case shall such charges exceed the amount of \$140,071.44. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The Contractor shall have a subcontracting goal of not less than 0% MBE and 0% WBE of the Contract price for work to be performed.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto, Part II General Terms and Conditions, and is incorporated herein by this reference.

V. INCORPORATION OF EXHIBITS

This Contract incorporates the following Exhibits:

- | | |
|----------------|---|
| 1. EXHIBIT I | SPECIFICATION/SCHEDULE OF COMPENSATION |
| 2. EXHIBIT II | WARRANTY/MAINTENANCE |
| 3. EXHIBIT III | IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT |
| 4. EXHIBIT IV | MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT |
| 5. EXHIBIT V | EVIDENCE OF INSURANCE |
| 6. EXHIBIT VI | ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES") |
| 7. EXHIBIT VII | ECONOMIC DISCLOSURE STATEMENT ("EDS") |

VI. ATTACHMENTS

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| 1. ATTACHMENT I | REGION 14 EDUCATION SERVICE CENTER – CONTRACT NO. 07-109 |
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PART II - General Terms and Conditions

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

GC-05 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any goods, equipment, supplies or services to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such goods, equipment, supplies or services not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

GC-07 PRICE REDUCTION

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director.

Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 CONTRACT AMENDMENTS

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract by \$200,000 or more. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount by \$200,000 or more, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under the Contract within the specified time;
2. Failure to perform under the Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of the Contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of the Contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves

the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination. Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

GC-15 INSURANCE REQUIREMENTS

The Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract.

The Consultant shall require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of
\$1,000,000 each Accident
\$1,000,000 each Employee
\$1,000,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence \$1,000,000
General Aggregate \$2,000,000
Completed Operations Aggregate \$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) Commercial Automobile Liability Insurance

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

Additional requirements

(e) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(f) **Insurance Notices**

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Consultant commences performance of its part of the work, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(g) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

GC-17 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

GC-18 DELIVERY

All Contract goods, equipment or supplies shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in Part I.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the
1)
4. Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
5. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Office of the Chief Procurement Officer, Business Enterprise Development
Cook County
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Data Safety Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Illinois Lobbyist Registration Act, 25 ILCS 170. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF PREMISES

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its structural integrity.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer
County of Cook
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in the Economic Disclosure Statement or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-26 GUARANTEES AND WARRANTIES

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

GC-29 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the County.

GC-30 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-31 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-32 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified term or provision.

GC-34 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-35 FORCE MAJEURE

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods, supplies, equipment or services under this Contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-37 COMPARABLE GOVERNMENT PROCUREMENT

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

GC-38 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

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1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized

area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data

developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also

recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if

at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other

encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

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

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

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

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

19. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended ((40 U.S.C. 3141-3148)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall 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 1 ½ 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 provides that no laborer or mechanic shall 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.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37

CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

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

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

26. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

GC-39 CONTRACT INTERPRETATION

In the event there is a conflict between or among any of the documents specified in Section V Incorporation of Exhibits, the terms of the General Conditions shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

- | | |
|-------------|---|
| EXHIBIT I | SPECIFICATION/SCHEDULE OF COMPENSATION |
| EXHIBIT II | WARRANTY/MAINTENANCE |
| EXHIBIT III | IDENTIFICATIOON OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT |

EXHIBIT IV MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT
EXHIBIT V EVIDENCE OF INSURANCE
EXHIBIT VI ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")
EXHIBIT VII ECONOMIC DISCLOSURE STATEMENT ("EDS")

END OF SECTION

EXHIBIT I
SPECIFICATION/SCHEDULE OF COMPENSATION



Norix Group, Inc
 One Innovation Drive
 West Chicago IL 60185-2033
 United States

Sales Order

Date 08/12/2025
 Order # SO86341
 Customer ID C56413
 Terms Net 30
 PO # 07-109
 Estimated Ship Date 10/21/2025

Bill To

Sharon McDowell
 Cook County Juvenile Center
 1100 S. Hamilton Ave
 Chicago IL 60612
 United States

Ship To

Sharon McDowell
 Cook County Juvenile Center
 1100 S. Hamilton Ave
 Chicago IL 60612
 United States

Contact Name


Sharon McDowell
 sharon.mcdowell@cookcountyil.gov

Partner

Real Time Detention LLC : Josh Carey
jcarey@rtd-llc.com
 (317) 225-7122

Customer Service Rep

Olivia Wrobel
owrobel@norix.com
 (630) 492-5694

Line #	Item	Description	Qty	Image	Product Spec Sheet	Unit Price	Ext. Price
1	HN800-607.HN85 0-800-108	Hondo Nuevo, Arm Chair, Raven, Molded Plinth Base, Raven	156		Product Spec	\$885.74	\$138,175.44
2	Misc.	Omnia Contract# 07-109	1		Product Spec	\$0.00	\$0.00

Subtotal	\$138,175.44
Tax Total (%)	\$0.00
Shipping Charges	\$1,896.00
Total	\$140,071.44

Shipping

Additional Services:

Important: Unless otherwise noted above, Freight shown above is Standard Dock to Dock Delivery via common carrier, using your personnel to unload the merchandise. You will be contacted 24 hours prior to delivery so you may make arrangements to unload the merchandise. If you require different delivery options, please complete and return the attached Delivery Change Form prior to placing your order.

Delivery Instructions

Driver to contact at least 24 hours prior to delivery with 312-433-7133

IF THE ACKNOWLEDGED ESTIMATED DELIVERY DATE IS INCORRECT, NOTIFY YOUR NORIX CUSTOMER SERVICE REPRESENTATIVE IMMEDIATELY. FOR OPERATIONAL EFFICIENCIES AND LIMITED STORAGE CAPACITY, NORIX REQUIRES NOTIFICATION OF CHANGES TO DELIVERY AT LEAST 12 WEEKS PRIOR TO SCHEDULED DELIVERY DATE. FAILURE TO NOTIFY NORIX PRIOR TO PRODUCTION OF SUCH DELAY WILL RESULT IN STORAGE CHARGES PER THE NORIX STANDARD TERMS AND CONDITIONS.

ACH INSTRUCTIONS

BMO Harris Bank, N.A.
111 W. Monroe
Chicago, IL 60603
Acct Name: Norix Group, Inc.
Acct Number: 3533015
ABA#: 071000288

CHECK REMIT TO

Norix Group, Inc.
PO Box 95054
Chicago, IL 60694-5054

EXHIBIT II
WARRANTY/MAINTENANCE



Model HN800.HN850

Weight 103 lbs / 46.3 kg

Dimensions	in	cm
Seat Height	18.5"	47
Overall Height	32"	81.3
Depth	31"	78.7
Width	30"	76.2
Arm Height	26"	66

Finishes

See Design Guide for finish options.

Options

- Ganging kit
- Bolt-down kit
- Factory Ballasting (50 lbs / 22.7 kg)

*Plinth base is ballastable up to 50 pounds (22.7 kg) of dry sand or gravel. Factory ballasting must be communicated at time of order; products are not field ballastable.

Assembly

Attach ganging and bolt-down brackets according to instructions when required.

*Intended for indoor use only

Fabrication & Material

Premium TruColor™ polymer is fully compounded for superior color consistency and durability. One-piece rotationally molded, 0.25" (0.63 cm) flexible polyvinyl chloride exterior skin with softer durometer for a comfortable sit. Filled with flexible 2 part water-based polyurethane foam, fixtured with an interior 5/8" (0.95 cm) thick oriented strand board structural panel base plate, then attached with tamper resistant fasteners to a rotationally molded LLDPE (linear low density polyethylene) base. Chemically resistant to blood, vinegar, urine, feces, salt solution and chlorine solution. Ligature resistant design with no internal openings. Made in the U.S.A.

Warranty

10 year limited replacement warranty.

Certain apparel dyes, including indigo dyes commonly used in denim jeans, may migrate onto the surface of the material and become visible on lighter colors. This phenomenon is increased by humidity and temperature and may be irreversible. Certain inks, including ball point ink and permanent markers can create permanent stains.

Maintenance

For routine and regular cleaning maintenance, Norix recommends the use of Purple Power® Cleaner, a product that is readily available online and in stores that sell cleaning supplies. For the deep-scrub cleaning of tougher stains, marks and debris – including denim stains when cleaned often and soon after the dye appears – we recommend the use of World's Best Sensitive Surface Graffiti Remover. Removing stains and marks immediately or as soon as possible will produce the best results. Depending on the frequency the furniture is used, we also recommend standardized weekly surface cleanings with a soft cloth soaked in mild detergent and warm water. Finish with a wet cloth to remove dirt and dry with a soft cloth. Additionally, we recommend applying a thin layer of Black Magic Protectant every two months or after heavy stain cleaning to prevent accidental spills and stain penetration. Wipe chairs with foam sponge.

Performance Test Standards

- Product tested to 750 lb (340.2 kg) static load
- Product dynamic drop tested to a relative impact force of two times BIFMA 5.4 15.4.2 (250 lbs from 18") (113.4 kg from 45.72 cm)
- Tested to 184 lbs (83.5 kg) Puncture Resistance according to ASTM D4833-07
- Meets or exceeds the requirements of ANSI/BIFMA X5.4-205

Environmental Test Standards

- GREENGUARD and GREENGUARD Gold Certified by UL Environment. Product certified for low chemical emissions to UL 2818. UL.COM/GG.

Flammability Test Standards

- State of California, Technical Bulletin No. 133, Flammability Test Procedure for Seating Furniture for Use in Public Occupancies
- State of California, Technical Bulletin No. 117, Flammability Test Procedure for Seating Furniture for Use in Public Occupancies
- UL1056 Fire Test of Upholstered Furniture
- ASTM E1537 Test Method for Fire Testing of Real Scale Upholstered Furniture Items
- NFPA 261 Cigarette Ignition Resistance of Upholstered Furniture



EXHIBIT III

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2510-07151	Date: 8/11/25
Total Bid or Proposal Amount: \$140,071.44	Contract Title: JTDC Resident Chairs
Contractor: Norix Group, Inc	Subcontractor/Supplier/ Subconsultant to be N/A added or substitute:
Authorized Contact for Contractor: Cori Kasper	Authorized Contact for Subcontractor/Supplier/N/A Subconsultant:
Email Address (Contractor): ckasper@norix.com	Email Address (Subcontractor): N/A
Company Address (Contractor): One Innovation Drive	Company Address (Subcontractor): N/A
City, State and Zip (Contractor): West Chicago, IL 60185	City, State and Zip (Subcontractor): N/A
Telephone and Fax (Contractor): 630-231-1331	Telephone and Fax (Subcontractor): N/A
Estimated Start and Completion Dates (Contractor): 8/1/25 - 7/31/26	Estimated Start and Completion Dates (Subcontractor): N/A

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
N/A	N/A

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Norix Group, Inc

Contractor
Norix Group, Inc.

Name
National Sales Director

Title
Anthony Anderson 8/11/25

Prime Contractor Signature Date

EXHIBIT IV

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT



Memorandum

Date: August 14, 2025

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

RE: Contract Number: 2510-07151
JTDC Resident Chairs
Juvenile Temporary Detention Center (JTDC)
Contractor: Norix Group, Inc.
Award Amount: \$140,071.44
Anticipated Contract Term: August 1, 2025 – July 31, 2026 with no renewal options
Reference Contract – Goods and Services
Participation Goal: 0% MBE and 0% WBE

Dear Mr. Sarrafian:

The Center of Business Enterprise Development is in receipt of the subject reference contract and has determined a 0% MBE and 0% WBE participation goal was recommended and does not require the Center of Business Enterprise Development to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

JC/db

CC: Anna Epps, OCPO
Tyrese Montgomery, JTDC

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: _____

Certifying Agency: _____

Contact Person: _____

Certification Expiration Date: _____

Address: _____

Ethnicity: _____

City/State: _____ Zip: _____

Bid/Proposal/Contract #: _____

Phone: _____ Fax: _____

FEIN #: _____

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3**A. BIDDER/PROPOSER HEREBY REQUESTS:**

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

EXHIBIT V
EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Midwest Limited 203 N La Salle St Ste 2000 Chicago IL 60601-1245	CONTACT NAME: PHONE (A/C No. Ext): 312-922-5000		FAX (A/C, No): 312-922-5358
	E-MAIL ADDRESS: CSUchicago@hubinternational.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Cincinnati Insurance Company			10677
INSURER B: Berkshire Hathaway Homestate Insurance Company			20044
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1226806788

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0416360	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0416360	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0416360	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	NOWC518552	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cook County, its officials, employees and agents are an Additional Insured on a primary and non-contributory basis with respect to the General Liability and Auto Liability policies when required by written contract or agreement subject to terms, conditions, and exclusions. Waivers of Subrogation are granted in favor of the stated additional insureds on the General Liability, Auto Liability, and Workers Compensation policies when required by written contract or agreement where allowable by law. The Umbrella policy follows the form of the underlying policies. 30 day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

Cook County Office of the Chief Procurement Officer (OCPO) 161 N. Clark Street, Suite 2300 Chicago IL 60601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 12-31-2024	Policy Number: EBA 041 63 60
Named Insured: NORIX GROUP INC, TONIK, LWP, LLC; NORIX GLOBAL HOLDINGS, LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

- c. In the case of damage by water, while rented to and occupied by you.

- (2) The most we will pay is limited as described in Section **B. Limits Of Insurance**, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance**, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance**, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance**, **5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured**:

- (1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or

EXHIBIT VI
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").

If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 161 N. Clark Street, Suite 1900, Chicago, IL 60601.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT VII
ECONOMIC DISCLOSURE STATEMENT ("EDS")

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document (“EDS”) is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
N/A	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
Yes: No:

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

- 1. An Applicant for County Action and
- 2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Norix Group, Inc.

D/B/A: _____ FEIN # Only: 36-3257149

Street Address: One Innovation Drive

City: West Chicago State: IL Zip Code: 60185

Phone No.: 630-231-1331 Fax Number: 630-231-4343 Email: furniture@norix.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Richard B. Karl Trust	4051 Gulf Shore Blvd. North #302, Naples, FL 34103	74%
Scott C. Karl Trust	616 Crescent St., Marco Island, FL 34145	26%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Scott Karl,	616 Crescent St., Marco Island, FL 34145,	CEO,	ongoing
Shane Edwards,	1N144 Wheatberry Dr., Carol Stream, IL 60188,	President,	ongoing
Milica Vidovich,	1824 Torrey Pkwy., Libertyville, IL 60048,	Vice President,	ongoing

Declaration (check the applicable box):

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Anthony Anderson

Name of Authorized Applicant/Holder Representative (please print or type)

Anthony Anderson

Signature

furniture@norix.com

E-mail address

National Sales Director

Title

8/12/25

Date

630-231-1331

Phone Number

My commission expires: *2/8/26*

Subscribed to and sworn before me
this 13 day of Aug, 2025

x *Vicki Salinas*
Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
its officers,
its employees or independent contractors responsible for the general administration of the entity,
its agents authorized to execute documents on behalf of the entity, and
its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

'Familial relationship' means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- Parent, Child, Brother, Sister, Aunt, Uncle, Niece, Nephew, Grandparent, Grandchild, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepsister, Halfbrother, Halfsister

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Norix Group, Inc.

Address of Person Doing Business with the County: One Innovation Drive, West Chicago, IL 60185

Phone number of Person Doing Business with the County: 630-231-1331

Email address of Person Doing Business with the County: furniture@norix.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Cori Kasper, Contract Specialist, ckasper@norix.com, 630-231-1331

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County:2510-07151

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 140,071.44

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Anna Epps, Lead Contract Negotiator, anna.epps@cookcountyiil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Tyrese Montgomery, Dir of Business & Finance, JTDC,

tyrese.montgomery@cookcountyiil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity’s board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2510-07151
County Using Agency (requesting Procurement): Cook County Juvenile Center

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Norix Group, Inc.
Substantial Owner Complete Name: Norix Group, Inc.
FEIN# 36-3257149

[Redacted] E-mail address: furniture@norix.com

Street Address: One Innovation Drive
City: West Chicago State: IL Zip: 60185

[Redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Anthony Anderson Date: 08/13/25

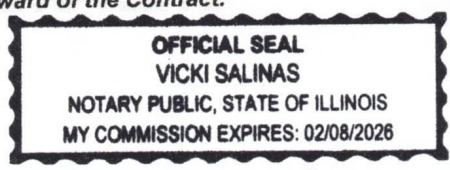
Name of Person signing (Print): Anthony Anderson Title: National Sales Director

Subscribed and sworn to before me this 13th day of August, 20 25

x Vicki Salinas
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Norix Group, Inc.

Corporation's Name

630-231-1331

Telephone

[Signature]

Secretary Signature

Jamie Kral

President's Printed Name and Signature

furniture@norix.com

Email

08/13/25

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

13th day of Aug, 2025

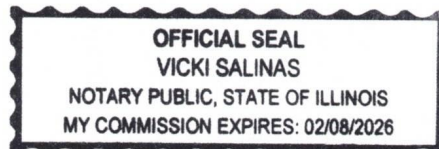
Vicki Salinas

Notary Public Signature

My commission expires: 2/18/26

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



**UNANIMOUS ACTION BY WRITTEN CONSENT OF
DIRECTORS AND SHAREHOLDERS OF NORIX GROUP, INC.**

The undersigned, being all the Directors and Shareholders of Norix Group, Inc., an Illinois corporation (the "Company") hereby consent in writing, without a meeting to the following actions and direct that this Consent be filed with the minutes of the proceedings of the Directors and Shareholders of this Company for the fiscal year 2022.

BE IT RESOLVED that the existing Norix Group, Inc. 401(k) Safe Harbor Plan shall remain in place during the fiscal year 2022 subject to modification as determined appropriate by the Board of Directors from time to time.

BE IT FURTHER RESOLVED that the existing Norix Group, Inc. Group Health Insurance Plan with Blue Cross / Blue Shield of Illinois shall remain in place during the fiscal year 2022 subject to modification as determined appropriate by the Board of Directors from time to time.

BE IT FURTHER RESOLVED that the existing Norix Group, Inc. Medical Reimbursement Plan shall remain in place during the fiscal year 2022 subject to modification as determined appropriate by the Board of Directors.

BE IT FURTHER RESOLVED that the existing Short-Term / Long Term Disability Insurance Plan with MetLife shall remain in place during the fiscal year 2022 subject to modification as determined appropriate by the Board of Directors from time to time.

BE IT FURTHER RESOLVED that the existing Life Insurance Plans with MetLife shall remain in place subject to modification as determined appropriate by the Board of Directors from time to time.

BE IT FURTHER RESOLVED that there shall be no additional capital contributed to Norix Group, Inc. by any new or existing shareholder during the fiscal year 2022 resulting in no material modification to the paid-in-capital of Norix Group, Inc.

BE IT FURTHER RESOLVED that Jamie Kral is hereby authorized to sign contracts on behalf of Norix Group, Inc. including GSA Modifications, state contracts, and bids.

BE IT FURTHER RESOLVED that Norix Group, Inc. hereby authorizes Shane Edwards to sign contracts on behalf of Norix Group, Inc. including GSA Modifications, state contracts, and bids, and further authorizes Shane Edwards to sign corporate bank checks on behalf of Norix Group, Inc.

BE IT FURTHER RESOLVED that Norix Group, Inc. hereby authorizes Cori Casper, in their capacity as Contract Specialist, authority to sign GSA Modifications and further authorizes Cori Casper to sign corporate bank checks on behalf of Norix Group, Inc.

BE IT FURTHER RESOLVED that effective March 21, 2022, Milica Vidovich is hereby hired as Vice President of Sales & Marketing and is hereby authorized to sign contracts and purchase orders on behalf of Norix Group, Inc. including GSA Modifications, state contracts, and bids.

BE IT FURTHER RESOLVED that Brad Karl is hereby appointed as Brand Strategist effective December 1, 2021.

BE IT FURTHER RESOLVED that Jamie LaMontagna is hereby promoted to Director of Marketing effective December 1, 2021.

BE IT FURTHER RESOLVED that Abdullah Shazad is hereby promoted to Senior Director of Business Operations effective December 1, 2021.

BE IT FURTHER RESOLVED that effective March 14, 2022, Robert Marchwinski is hereby hired as Eastern Regional Sales Manager.

BE IT FURTHER RESOLVED that effective December 09, 2019, Michelle Brewer is hereby hired as Western Regional Sales Manager.

BE IT FURTHER RESOLVED that Norix Group, Inc. recognizes the retirement of the following individuals:

Bill Karl in 2021
Pete Graves in 2022

BE IT FURTHER RESOLVED that the following individuals are elected as officers of this corporation, to hold office until the next annual meeting of directors or until the election and qualification of their respective successors, namely:

Shane Edwards - President
Scott Karl- Vice President
Scott Karl- Secretary
Scott Karl - Treasurer

BE IT FURTHER RESOLVED all actions of the officers, Board of Directors and Shareholders of Norix Group, Inc. during the fiscal year 2022 be and are hereby ratified and approved.

Dated this 16 day of September, 2022

DIRECTORS:



RICHARD B. KARL, Director



SCOTT C. KARL, Director

being all of the Directors of the above-mentioned Corporation.

SHAREHOLDERS

Richard B. Karl Living Trust, u/a dtd April 1, 2009



Heather L. Karl, Co-Trustee



Richard B. Karl, Co-Trustee

Heather L. Karl Living Trust, u/a dtd April 1, 2009



Heather L. Karl, Co-Trustee



Richard B. Karl, Co-Trustee

Richard B. Karl Irrevocable Trust, u/a dtd November 20, 2009



Heather L. Karl, Trustee

Scott C. Karl Property Trust, u/a drd May 5, 2005



Scott C. Karl, Trustee

**SECTION 6
COOK COUNTY SIGNATURE PAGE**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Raffi Sarrafian

Digitally signed by Raffi Sarrafian
Date: 2025.08.28 15:08:36 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

N/A

Assistant State's Attorney
(Required on contracts over \$1,000,000)

Date

CONTRACT TERM & AMOUNT

2510-07151

Contract #

August 27, 2025 - August 26, 2026

N/A

Original Contract Term

Renewal Options (If Applicable)

\$140,071.44

Contract Amount

N/A

Cook County Board Approval Date (If Applicable)

ATTACHMENT I

REGION 14 EDUCATION SERVICE CENTER – CONTRACT NO. 07-109

NORIX[®]

At The Intersection of Innovation Drive and Ingenuity Way

NORIX PROPOSAL RESPONSE TO **RFP #24-22 Furniture**



Competitive solicitation by
Region 14 Education Service Center
for furniture on behalf of itself and
other government agencies and
made available through the **National
Cooperative Purchasing Alliance**



Competitive Solicitation by
Region 14 Education Service Center

For

Furniture

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 24-22



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Furniture.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- ◆ Submission of Response
 - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
 - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
 - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
 - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- ◆ Public Bid Opening
 - The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

- ◆ Required Proposal Format
 - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

- ◆ Tabs
 - Tab 1 – Master Agreement / Signature Form
 - Tab 2 – NCPA Administration Agreement
 - Tab 3 – Vendor Questionnaire
 - Tab 4 – Vendor Profile
 - Tab 5 – Products and Services / Scope
 - Tab 6 - References
 - Tab 7 - Pricing
 - Tab 8 – Value Added Products and Services
 - Tab 9 – Innovation
 - Tab 10 – Required Documents



Norix Group, Inc. | 1800 W. Hawthorne Lane, Suite N | West Chicago, Illinois 60185
Phone: 630-231-1331 | Toll Free: 800-234-4900 | Fax: 630-231-4343 | NORIX.COM

Tab 1 – Master Agreement / Signature Form

ENGINEERED TO ENDURE™

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

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

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ Safety
 - Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
 - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Price Increases
 - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
 - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References and Experience (15 points)
 - A minimum of ten (10) public sector references for product and/or services of similar scope dating within past 3 years
 - Respondent Reputation in marketplace
 - Past Experience working with public sector.
 - Exhibited understanding of cooperative purchasing

- ◆ Value Added Products/Services Description, (10 points)
 - Additional Products/Services related to the scope of RFP
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

- ◆ Innovation (10 points)
 - Past Innovation, how it affected sales
 - Future Innovation in the pipeline

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Norix Group, Inc.
Address	One Innovation Drive
City/State/Zip	West Chicago, IL 60185
Telephone No.	630-231-1331
Fax No.	630-231-4343
Email address	bids@norix.com
Printed name	Milica Vidovich
Position with company	Vice President, Sales & Marketing
Authorized signature	<i>Milica Vidovich</i>



Norix Group, Inc. | 1800 W. Hawthorne Lane, Suite N | West Chicago, Illinois 60185
Phone: 630-231-1331 | Toll Free: 800-234-4900 | Fax: 630-231-4343 | NORIX.COM

Tab 2 – NCPA Administration Agreement

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Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Norix Group, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-109, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Furniture;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

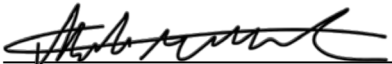
- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:	Vendor:	Norix Group, Inc.
Name: <u>Matthew Mackel</u>	Name: <u>Milica Vidovich</u>	
Title: <u>Director, Business Development</u>	Title: <u>Vice President, Sales & Marketing</u>	
Address: <u>PO Box 701273</u>	Address: <u>One Innovation Drive</u>	
<u>Houston, TX 77270</u>	<u>West Chicago, IL 60185</u>	
Signature: <u></u>	Signature: <u>Milica Vidovich</u>	
Date: <u>September 1, 2022</u>	Date: <u>19 Jul 2022</u>	

Tab 3 – Vendor Questionnaire

Tab 3 – Vendor Questionnaire

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

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

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

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

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

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

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE N/A
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB N/A

◆ **Residency**

➤ Responding Company's principal place of business is in the city of West Chicago, State of IL

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

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

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Manufacturer Direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: _____ |

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Diane Huml
Title: Accounting Clerk
Company: Norix Group, Inc.
Address: One Innovation Drive
City: West Chicago State: IL Zip: 60185
Phone: 630-231-1331 Email: accounting@norix.com

▪ Purchase Orders

Contact Person: John Kinlen
Title: Customer Care Specialist
Company: Norix Group, Inc.
Address: One Innovation Drive
City: West Chicago State: IL Zip: 60185
Phone: 630-231-1331 Email: furniture@norix.com

▪ Sales and Marketing

Contact Person: Milica Vidovich
Title: Vice President, Sales & Marketing
Company: Norix Group, Inc.
Address: One Innovation Drive
City: West Chicago State: IL Zip: 60185
Phone: 630-231-1331 Email: bids@norix.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 Yes No

Tab 4 – Vendor Profile

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company’s official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company’s Dun & Bradstreet (D&B) number.
- ◆ Company’s organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - \$_____ in year one
 - \$_____ in year two
 - \$_____ in year three
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

- ◆ Green Initiatives (if applicable)
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- ◆ Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.

- ◆ Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

NORIX[®]



**COMPANY'S DUN &
BRADSTREET (D&B)
NUMBER: 10-692-0028**

Corporate Office Location:

One Innovation Drive,
West Chicago, IL 60185
Phone: 630-231-1331
furniture@norix.com

Norix Group, Inc.

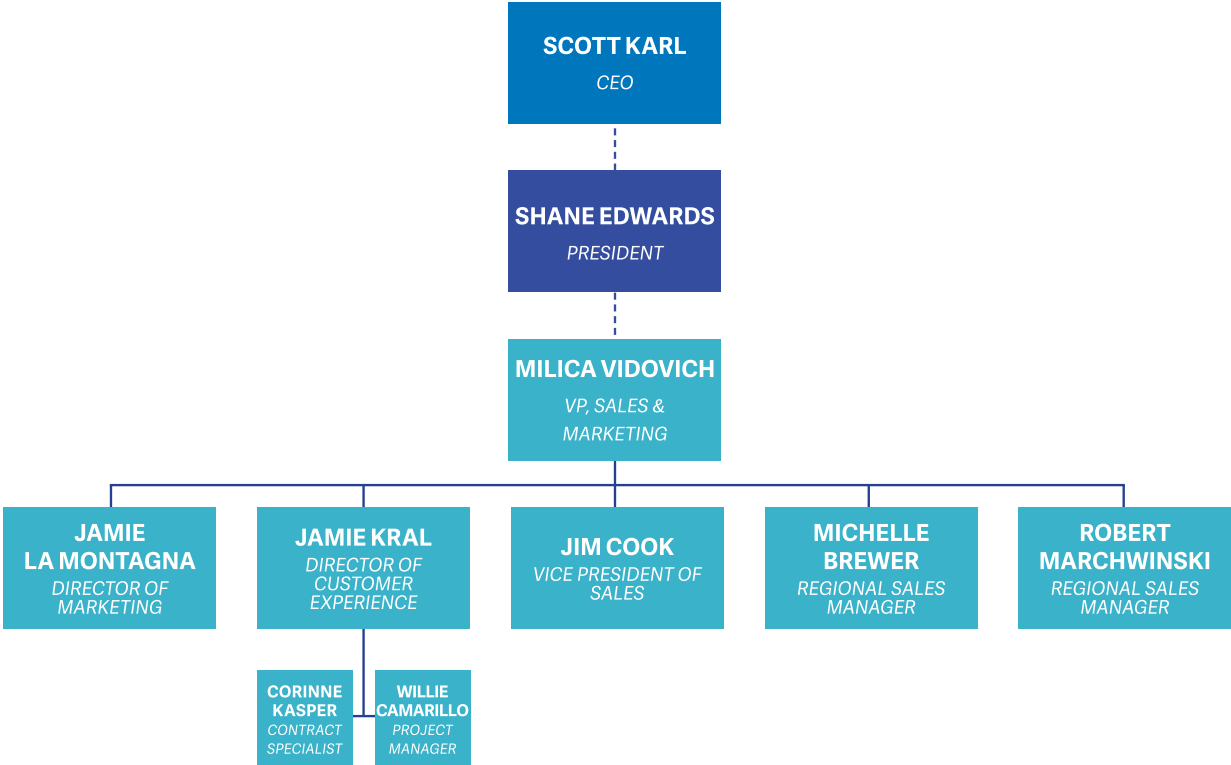
For over 35 years, Norix has been an industry leader in designing innovative, robust furniture that meets the real world need for humanizing challenging environments. We believe that institutional environments don't have to feel institutional and, in fact, they probably shouldn't. We've made it our mission to continue to deliver innovative solutions to the unique challenges within our industry. We have a strong history of demonstrated leadership and breakthrough technologies, setting industry trends and consistently delivering proven performance.

Sales & Services Offices for States Being Bid in Solicitation:

Our corporate office is in West Chicago, IL with 115 employees and growing. We have 3 Regional Sales Managers that cover the US and Canada, as well as independent groups readily available across the country.

Key Contacts

- Scott Karl - CEO
- Shane Edwards - President
- Milica Vidovich - VP, Sales & Marketing
- Jamie La Montagne – Director, Marketing
- Corinne Kasper – Contract Specialist
- Michelle Brewer – West Coast Regional Sales Manager
- Jim Cook – Central Regional Sale Manager
- Robert Marchwinski – East Coast Regional Sales Manager
- Jamie Kral – Director of Customer Experience
- Willie Camarillo – Project Manager



Standard Terms of Payment:

These are guidelines that are followed for credit decisions. Credit is evaluated on a case by case basis and decisions can vary based on the circumstances. A customer with a past due balance should not have any additional order shipped until any past due amounts are paid (and possibly put on prepayment if that customer is continually is slow pay)

1. Governmental/Contract Business -

Credit will be approved as Net 30 unless there has been unsatisfactory credit history with customer or another situation that could jeopardize payment.

2. Existing For Profit Customers (have purchased within the last 3 years) -

- Satisfactory payment history SO of similar \$ – Net 30
- Satisfactory payment history SO significantly higher \$ - current D&B is reviewed and decision made based on that data.
- Prior unsatisfactory payment history or credit holds– Payment before shipment or letter of credit.

3. New For Profit Customers -

- Orders under \$10,000: Generally Net 30 terms are allowed provided a PO is received
- Orders over \$10,000: D&B Report - credit decision based on that data.

4. Non-Profits and Transitional Housing -

- Standard product – Payment before ship
- Custom product - 50% down and remainder prior to shipment

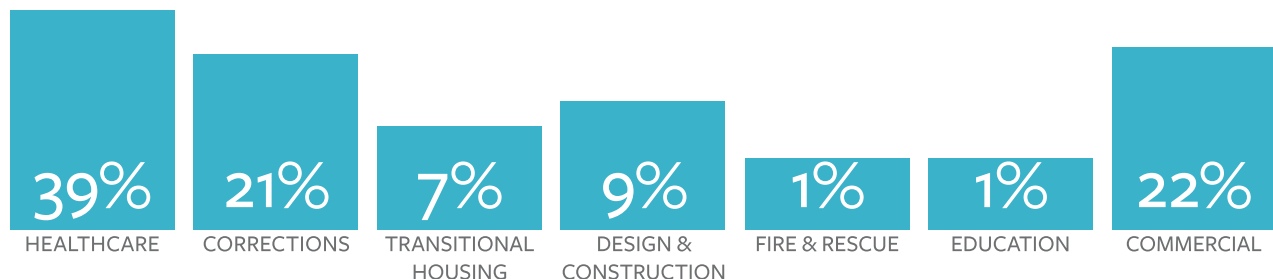
On Sales Orders with customer terms of Prepayment (or any version of, such as 50% prepayment Balance Net 30), order will be released to shipping after:

- For check payments, after check clears customer's bank. (allow 10 working days).
- For wire payments, after confirmation that funds are deposited into our account (typically within 1 day of wire initiation).
- For ACH payments, after confirmation that funds are deposited into our account (typically 2-3 days).

Competition in the Marketplace:

- Cortech: <https://cortechusa.com/>
- Derby: <https://www.derbyindustries.com/>

Breakdown of Norix Annual Sales by Market:



Projected Revenue:

A customer focused approach, along with sound management principles, strong client partnerships and continual product innovation enables Norix to deliver exceptional value to its clients, an advantage that resulted in 7-10% growth on average year over year. Our initiatives are to continue developing exceptional furniture solutions and continuous improvement in manufacturing efficiencies so we can provide a positive impact on the lives of our clients, end-users and staff, as well as reinvest in our facilities and people. In addition, Norix is strong financially and in compliance with all generally accepted accounting principles.

Differentiators:

- Norix offers products that are proudly made in the USA.
- Norix headquarters received LEED Gold Certification in 2021, scoring in the following areas:
 - Integrative Process
 - Location and Transportation
 - Sustainable Sites
 - Water Efficiency
 - Energy and Atmosphere
 - Materials and Resources
 - Indoor Environmental Quality
 - Innovation
 - Regional Priority Credits
- Norix holds 19 patents for innovative proprietary technology.
 - Additionally, Norix has 15 patents pending.
- Norix has a research and development lab dedicated to creating new product innovations.
- Norix has nearly 40 years of experience in behavioral healthcare, justice, transitional housing and higher education markets.
- Norix has a broad range of capabilities, state of the art equipment and industry leading manufacturing capacity.
- Norix partners with customers, architects, designers and end-users to identify and understand their needs in order to develop innovative solutions that satisfy those needs and resolve any pain points.

How this contact will be marketed if awarded:

Our market reps will receive a flyer to inform them of the contract and how it may pertain to them. Mentions of our partnership with the NCPA will be included on direct mailers, our email marketing campaigns, our social media channels and our website.

How Norix intends to introduce NCPA to the company:

Norix will introduce NCPA to our executive team members, regional sales managers and territory sales reps. A message will be sent out via our intranet to inform all staff members.

Website Functionality:

Customers can view all products on the Norix website and submit a request for quote. A sales representative will contact the customer, identify and address their needs, then provide them with a quote for the necessary products and/or services.

Customer Service Department:

- Available M-F, 8:00AM-4:30PM CST
- 8 Dedicated Customer Service Representatives
- 3 Regional Sale Managers
- 38 Rep Groups

Green Initiatives:

Many Norix molded products are recyclable. Not only is our furniture known for its long-term ROI, but customers can rest assured knowing that once their polymer furniture has reached the end of its usable life, it need not simply be discarded into landfills.

The majority of Norix products also comply with Healthier Hospital's "safer chemicals" focus. These products are built with a deliberate composition of raw materials resulting in healthier indoor environments. This partnership has allowed Norix to better understand and respond to the drive towards clean indoor air quality.

Many of Norix products have been awarded with GreenGuard Gold Certification. This certification recognizes products with low chemical emissions, which can contribute to healthier indoor environments.

The Norix headquarters at One Innovation Drive mirrors that same green initiatives as our products, with the facility receiving LEED Gold Certification in 2021. Nearly 3,500 rooftop photovoltaic solar panels and 22 foot "solar trees" help provide approximately 90% of the electricity for the building.

Anti-Discrimination Policy:

Unlawful discrimination may occur when employees who are similarly situated are treated materially differently under similar circumstances due to one's age, ancestry, citizenship status, national origin, religion, creed, sex, gender/gender identity, gender transitioning, sexual orientation, pregnancy (including childbirth and medical conditions related to pregnancy and childbirth), marital status, disability (physical or mental), genetic information, race, color, arrest records not resulting in conviction, criminal convictions which have been sealed or expunged, military discharge status, veteran status, or any other characteristic protected by law.

All managers are expected to ensure that the work environment is free from sexual and other harassment. They are responsible for the application and communication of this policy within their work areas. Managers should:

- Encourage employees to report any violations of this policy before the harassment becomes severe or pervasive.
- Make sure that Human Resources is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted

Norix encourages reporting of all perceived incidents of sexual harassment and/or discrimination. Employees may raise any or concerns or report conduct violating with policy with his or her immediate supervisor, designated manager, or the Human Resources Department. All allegations of discrimination/harassment will be investigated promptly and thoroughly. The facts will determine the response of Norix to each allegation. All employees are expected to cooperate fully with any ongoing investigation regarding a harassment or discrimination complaint.

Substantiated acts of harassment will be met with appropriate disciplinary action by Norix up to and including termination. All information regarding any specific incident will be kept confidential within the necessary boundaries of the fact-finding process, but absolute confidentiality cannot be guaranteed. No reprisal or retaliation against the employee reporting the allegation of harassment will be tolerated. However, any employee who is found to have knowingly made a false accusation of discrimination, harassment, or retaliation may be subject to appropriate disciplinary action up to and including termination.

Vendor Certifications:

- Illinois Business Authorization
- Illinois Certificate of Good Standing
- Illinois Department of Human Rights Registration
- Certificate of Insurance

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX XX23 4555 5283#
NORIX GROUP INC
1 INNOVATION DR
WEST CHICAGO IL 60185-2033

July 19, 2022



Letter ID: CNXXXX2345555283

Account ID: 1809-8721

We have enclosed your Certificate of Registration.

We have enclosed your Illinois Business Authorization. Please verify that all of the information on the attached Business Authorization is correct.

If all of the information is correct, your authorization must be visibly displayed at the address listed.

Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030**

217 785-3707

Enclosure(s)

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

NORIX GROUP INC

1 INNOVATION DR
WEST CHICAGO IL 60185-2033

Loc. Code: 022-0024-4-003

West Chicago
DuPage County

Certificate of Registration

Expiration Date:
06/30/2023

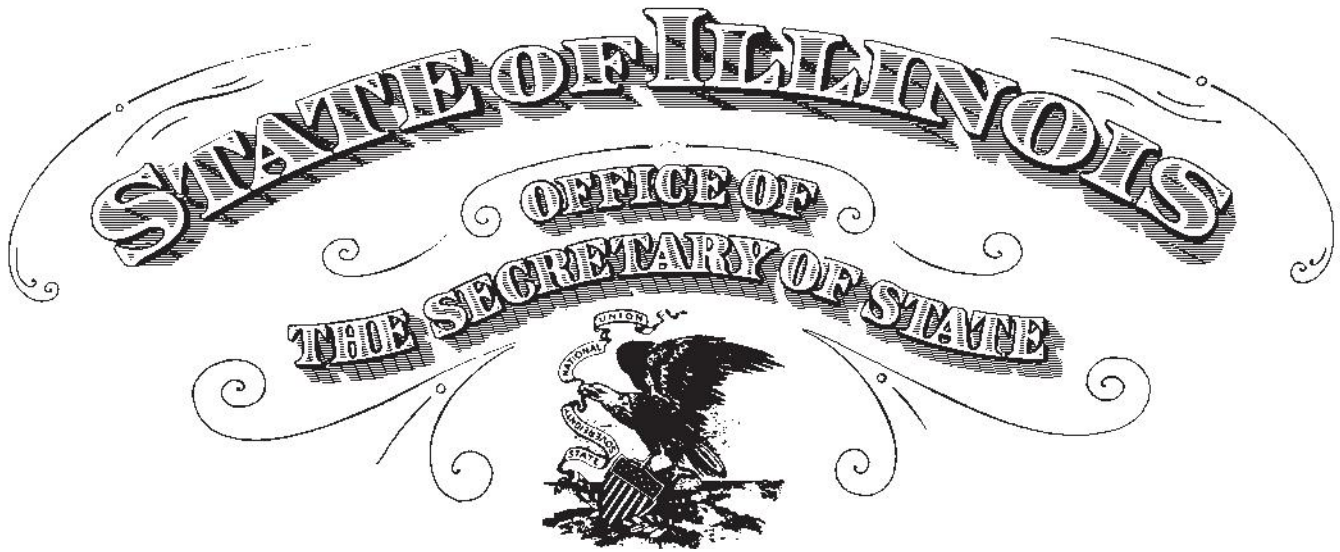
Sales and use taxes and fees (1809-8721)

ILLINOIS REVENUE
[Signature]
Director

Issued Date: **07/19/2022**

OFFICIAL DOCUMENT



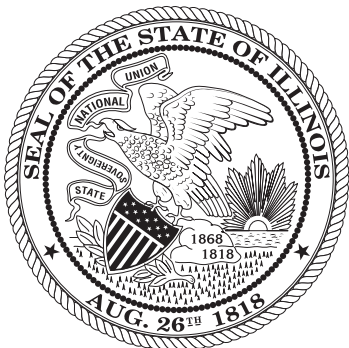


To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

NORIX GROUP, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 06, 1981, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 20TH day of JULY A.D. 2022 .



Jesse White

SECRETARY OF STATE



JB Pritzker, Governor
James L. Bennett, Director

IDHR #:	98905-00
Date Eligible:	10/09/2019
Expires on:	10/09/2024

JAN STACEY
VICE PRESIDENT
NORIX GROUP INC
1800 W. HAWTHORNE LANE, SUITE N
WEST CHICAGO, IL 60185

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
535 West Jefferson Street, 1st Floor, Springfield, IL 62702, (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463
www.state.il.us/dhr



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Presidio 55 Shuman Blvd, Suite 900 Naperville IL 60563	CONTACT NAME: PHONE (A/C No. Ext): 630-513-6600		FAX (A/C, No): 630-513-6399
	E-MAIL ADDRESS: fleginski@presidiogrp.com		
INSURED Tonik LWP, LLC 1 INNOVATION DR West Chicago IL 60185	NORIGR1		INSURER(S) AFFORDING COVERAGE
			NAIC #
			INSURER A : Cincinnati Insurance Company
			INSURER B : Hartford Insurance Company of Illinois
			INSURER C :
			INSURER D :
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 75677186

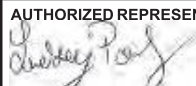
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPP 0416360	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0416360	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0416360	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WEAA8FAD	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate issued for bidding purposes only. Certificate naming specific holder can be requested by named insured

CERTIFICATE HOLDER**CANCELLATION**

For Bidding Purposes Only XXXXXXXXXXXXXXXX	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Tab 5 – Products and Services / Scope

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Warranty
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:
 - Ancillary Furniture Products
 - Audio / Visual Furniture
 - Auditoriums and Theaters
 - Cafeteria
 - Classroom / Educational / Dormitory
 - Conference or Breakroom / Training
 - Healthcare / Medical / Therapy Practices
 - Highmark
 - Lactation Rooms and Furniture Pods
 - Library
 - Lighting
 - Lounge / Reception
 - Office
 - Outdoor
 - Science Lab
 - Seating / Chairs
 - Tables / Meeting Conference Room
 - Work Stations

NORIX[®]



WARRANTY

Norix warrants, to its original purchaser, all of its products to be free from defects in workmanship and materials for specified periods of time (depending on product) following date of shipment, under normal use and service. Norix makes no other warranty, express or implied, to its customers or any users of the goods, including without limitation any implied warranty of merchantability of the goods or the fitness of the goods for a particular purpose. Norix liability shall be limited to repair or replacement of any defect of work or material for products shipped after January 1, 2022 within the specified warranty period, at the sole discretion of Norix. Norix shall not be liable for consequential or incidental damage arising from any product defect. All warranty claims must be submitted in writing to Norix' Customer Service department, listing the date of purchase, original invoice number and description of defect(s).

The warranty does not cover:

- Normal wear and tear.
- Product failure due to abuse, misuse, negligence, accident, assembly or installation.
- Alteration or modification of the product in any way.
- Natural variations in color, grain or texture.
- Finishes, fabrics, foam and filling materials.
- Customer Owned Material (COM).
- Freight damage.

Wood is a natural material, with variations in color, grain and texture. Finish colors will vary from product to product and lot to lot. Due to these naturally occurring variations, exact matches to samples or other furniture items ordered at different times cannot be guaranteed. Due to the natural variations of wood materials, some aesthetic differences should be expected when combining laminate tops with natural wood edges and wood veneer surfaces.

Products made using proprietary TruGrain™ aesthetic provides authentic texture and gradation that replicates natural wood. Avoid excessive abrasive scrubbing. Variations in color and finish vary from product to product and lot to lot, just like natural wood. Due to differences in monitors, printers and materials, actual product colors may vary.

Norix warranties upholstery fabrics against defects and color fading, when cared for according to the specified cleaning and maintenance guidelines, for a period of 3 years. COM is exempt and Norix reserves the option to repair or replace. Because upholstered furniture is made of soft, flexible materials designed for comfort, normal wrinkles and puckers may be present.

Limited warranty does not cover shrinkage, picks, wearing, wrinkling, fading, or pilling. This warranty is not valid where there is evidence of heavy soiling or abuse. Because upholstered furniture is made of soft, flexible materials designed for comfort, normal wrinkles and puckers may be present, particularly in the area where the seat intersects with the seat back. Some fabrics may wrinkle slightly within a few months of use, and should not be considered a defect or inferior workmanship.

Furniture categories:

Norix Group, Inc. is responding as the manufacturer to the following furniture categories:

- Ancillary Furniture Products
- Auditoriums and Theaters
- Cafeteria
- Classroom / Educational / Dormitory
- Conference or Breakroom / Training
- Healthcare / Medical / Therapy Practices
- Library
- Lounge / Reception
- Outdoor
- Seating / Chairs
- Tables / Meeting Conference Room

Additional furniture categories:

- Mattresses
- Mirrors
- Washroom Accessories
- Detention Furniture

Tab 8 – Value Added Products and Services

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

NORIX®



Additional Products and/or Services Available:

Norix authorized installations include:

- Preparing a detailed Scope of Work document.
- Project scheduling & coordination.
- Coordinating shipping and delivery from Norix.
- Meeting the delivery truck, off-loading, and staging the furniture.
- Distributing the furniture throughout the facility.
- Un-installing and removal of previous furniture (if necessary).
- Assembling the furniture to Norix specifications.
- Precise and secure installation of furniture to Norix specifications.
- All tamper-resistant mounting hardware provided.
- All labor provided -- trained installation professionals.
- Removing all packing materials and debris.
- Conducting a walk-through with facility representative to obtain final sign-off.

Tab 9 – Innovation

Tab 9 – Innovation

- ◆ Please provide details of your most recent innovation and how it affected sales in the public sector.
 - New categories
 - New fabrics and finishes
 - New ergonomics
 - New safety features
 - New performance enhancement
 - Other
- ◆ Please outline your timeline for future innovation.
 - New categories
 - New fabrics and finishes
 - New ergonomics
 - New safety features
 - New performance enhancement
 - Other

NORIX®



Recent innovations:

Norix recently launched our new Prodigy line – delivering the warmth of wood, with the performance of polymer. Norix was the first to deliver a tangible solution to replace wood furnishings with our patent pending TruGrain™ technology. Wood furnishings often provide patients with a familiar, home-like feel, but wood can break down over time, is susceptible to fluids and can quickly become a safety hazard. The Prodigy line offers the look of real wood with all the benefits of polymer – enhanced durability, easy cleanability and superior sustainability.

Furniture Innovation Timeline:

Norix is first in innovation. We have a history of demonstrated leadership and breakthrough technologies. We create pioneering designs, set industry trends and deliver proven performance. We typically develop and release new products twice a year, but we are continuously offering improvements to our fabrics and laminate options.

Tab 10 – Required Documents

Tab 10 – Required Documents

- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

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

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

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

Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Offeror: Norix Group, Inc.

Address: One Innovation Drive

City, State, Zip: West Chicago, IL 60185

Authorized Signature: *Milica Vidovich*

Date: 18 Jul 2022

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Norix Group, Inc.
Print Name	Milica Vidovich
Address	One Innovation Drive
City, State, Zip	West Chicago, IL 60185
Authorized signature	<i>Milica Vidovich</i>
Date	18 Jul 2022

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Milica Vidovich

Date

18 Jul 2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Norix Group, Inc.
Address	One Innovation Drive
City/State/Zip	West Chicago, IL 60185
Telephone No.	630-231-1331
Fax No.	630-231-4343
Email address	bids@norix.com
Printed name	Milica Vidovich
Position with company	Vice President
Authorized signature	<i>Milica Vidovich</i>

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)

implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

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

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

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

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



REQUEST FOR VENDOR CONTRACT UPDATE

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

Norix Group, Inc. _____ (Vendor Name) hereby provides notice of the following update to NCPA contract number: 07-109 on this date 1/3/24.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- Additions
- Deletions

Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

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

Norix Group, Inc. proposes that the Region 14 Contract #07-109 now be based on our Norix and Tonik 2024 Price Lists (attached).

We have evaluated each product line individually to determine the appropriate List Price effective January 1, 2024. While we do have some increases due to material inflation, we are pleased to announce that 86% of the Norix product line has retained the same List Prices as the year 2023, and there is no increase on the Tonik product line. Of the 14% of products that did change price, the average percent was 6.8%.

Please confirm the new price list basis for this contract is acceptable.
Thank you for your understanding and continued support. If you have questions or concerns, please let me know.

Norix Group, Inc.

Vendor Name

Cori Kasper

Submitted By

Cori Kasper

1/3/24

Signature Signer ID: JMSYUTSZ11...

Date

FOR USE BY NCPA ONLY:

Sarah Vavra, SVP Public Sector Contracting

DocuSigned by:
Sarah Vavra
Signature 1477449FA80746A...

1/18/2024 | 12:47 PM CST

Date

NORIX[®]



PRICE LIST

January 2024



TONIK[®]

Jan 2024 Pricer



REQUEST FOR VENDOR CONTRACT UPDATE

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

Norix Group, Inc. _____ (Vendor Name) hereby provides notice of the following update to NCPA contract number 07-109 for Furniture on this date 3/14/24.
Contract Number Contract Title

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- Additions
- Deletions

Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

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

Please upload the attached Authorized Dealers on Norix's contract microsite.

Norix Group, Inc.

Vendor Name

Cori Kasper

Submitted By

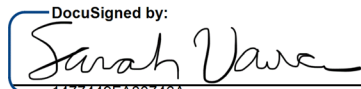
Signature

3/14/24

Date

FOR USE BY NCPA ONLY:

Sarah Vavra, SVP Public Sector Contracting

DocuSigned by:

Signature

3/14/2024 | 2:19 PM CDT

Date

OMNIA Authorized Dealer List
Norix Contract 07-109

Dealer Name	Address	City, State, Zip	Contact	Phone	Email
Alfred Williams	4400 NE Interstate 410 Loop, Suite 130	San Antonio, TX 78218	N/A	210.226.5141	N/A
Black Box Safety	1899 Gillespie Way	El Cajon CA 92020	Andrew Krotinsky	(516) 817-3639	Andrew@blackboxsafety.com
Business Environments	5351 Wilshire Ave NE	Albuquerque, NM 87113	(505) 830-7825	(505) 888-4400	lmurray@businessenvironments.com
Business Interiors	PO Box 12592	El Paso, TX 79913	Karen Leah Rivera	915-591-9393 Ext 103	karen.rivera@businessinteriors-ep.com
Campbell Kelter	3041 65th Street, Suite 3	Sacramento, CA 95820	Sebastian Billagomex	916-231-9252	N/A
CME Corporation	1051 S East Street	Anaheim, CA 92805	N/A	N/A	wbcsc@cmecorp.com
Common Health Furniture	320 Roebling Street, Suite #715	Brooklyn, NY 11211	Anshel Schwartz	212.313.6868	Anshel@chfnyc.com
CORE Furniture	698 E Wetmore Rd Suite 410	Tucson, AZ 85705	N/A	(520) 999-3470	N/A
Core Office Interiors	10300 Metric Blvd., Unit 200	Austin TX 78758	Jay Fernal	(512) 832-6400	jfern@coreoi.com
Corporate Source	1505 Oak Lawn Ave., Suite 300	Dallas TX 75207	Kim Tourangeau	(214) 488-0468	ktourangeau@tospartners.com
Cultura	5010 Shoreham Place, Suite 110	San Diego CA 92122	Tara Burns	(858) 350-0171	tburns@wearcultura.com
Dupler Office	330 West Spring Street, No. 150	Columbus, OH 43215	Randy Richardson	614-227-5640	richardsonr@dupleroffice.com
Echelon Distribution	4470 Yankee Hill Rd., Ste 150	Rocklin CA 95677	Christine Marler	(916) 426-1608	info@echelondistribution.com
Everglades Trading	1510 W Avenue A	Belle Glade FL 33430-2852	Kathy Cross	(561) 996-1212	kathy@evergladetrading.com
Forward Tilt - AZ	6340 E Thomas Rd Ste 200	Scottsdale AZ 85251-7056	Jennifer Seright	(480) 237-3737	jseright@forwardtilt.com
G/M Business Interiors	1099 W La Cadena Dr	Riverside CA 92501	Eddie Ponce	(800) 686-6583	farce@gmbi.net
Goodmans	4860 Pan American Freeway NE	Albuquerque NM 87109	Kathy Green	(505) 239-6575	kgreen@goodmans.com
GOS Supplying Solutions	11226 N 23rd Ave Suite 102	Phoenix, AZ 85029	N/A	(602) 559-9100	N/A
Indeco	805 E. 4th Ave.	Belton TX 76513	Evelyn Band	(210) 363-2252	evelyn.band@indecosales.com
Infinium Interiors	850 Milliani Street 2nd Floor	Honolulu HI 96813	Wadia Elthimas	(808) 777-5493	welthimas@infinium-interiors.com
J Kaiser Workspaces	9960 Blue Crossing Way	Tucson AZ 85743	Zoe Wristen	(520) 647-2121	zwristen@jkaiser.com
J.A. Marshall	11400 N. I-35 Service Road, Ste. E	Oklahoma City OK 73131	Stephanie Towler	(405) 254-9489	stephanie.towler@jamarshall.com
King Business Interiors	1400 Goodale Blvd., Suite 102	Columbus, OH 43212	Vanessa Randall	614-430-0020	vrandall@kbiinc.com
KBM Hogue	160 West Santa Clara St., Suite 102	San Jose CA 95113	Silvia Wong	(415) 677-3226	silvia.wong@kbm-hogue.com
M3 Office Inc.	161 Pasadena Ave., Suite A	South Pasadena CA 91030	Aisa Lansdale	(626) 441-0300	alisa@m3office.com
McCartney's, Inc.	819 Howard Ave.	Altoona, PA 16601	Tracey Baker	814-505-1139	tbaker@mccartneys.com
NBS Commercial Interiors	4 North St. Clair St.	Toledo, OH 43604	Ellen Rodriguez	419-902-8609	erodriguez@yournbs.com
New Day Office	7025 Harbour View Boulevard, Suite 108	Suffolk VA 23435	Andrew Campbell	(757) 398-0718	andrew@newdayoffice.com
Office Revolution	820 Superior Ave. W, Suite 100	Cleveland, OH 44113	Sean Regan	216-218-3510	sregan@office-revolution.com
One Workplace	2500 De La Cruz Blvd	Santa Clara CA 95050	Candy Hoskins	(408) 263-1001	choskins@oneworkplace.com
RDI	350 Brannan St FL 1	San Francisco CA 94107-3803	Darlene Daley	(925) 330-3485	Darlene.Daley@rdi-sf.com
Sam Clar	1221 Diamond Way	Concord CA 94520	Dan Peters	(925) 771-7553	dan@samclar.com
Seats and Stations	1430 Blue Oaks Blvd Suite 150	Roseville CA 95747	Bre Harris	(916) 786-8005	bre@seatsandstations.com
SKG Texas	6301 E. Stassney Lane, Building 9-100	Austin TX 78744-3069	Erin Beazeley	(512) 318-1912	ebazeley@skgtexas.com
Staples (Nationwide)	N/A	N/A	N/A	N/A	N/A
Total Office Solutions	216 Schroeder Dr	Waco, TX 76710	Keith Reid	254-235-8200	N/A
Transact Commercial Furnishings	4600 E. Washington Ste. 100	Phoenix AZ 85034	Eric Ripes	(224) 430-9450	eric@transactinteriors.com
Tri County Office Furniture	230 Santa Barbara Street	Santa Barbara CA 93101	Melva Hatchard	(805) 448-1208	Melva@tcof.com
Velocity Business Products	16445 Air Center Blvd., Suite 100	Houston TX 77032	Micaela Mackenzie	(281) 453-0101	micaela@velocitybp.com
Wells and Kimich	PO Box 19216	Houston TX 77224	Donna Scrivens	(281) 685-9551	donnam@wellskimich.com
Workpointe - Seattle	9877 40th Ave S	Seattle WA 98118	Cameron Stone	(206) 853-2545	cameron@workpointe.com
Workscapes	3225 E Clark St	Tampa, FL 33605	Blair Croce	(813) 620-0048	Bcroce@workscapes.com
WRO Pacific	825 NE Multnomah St Suit 270	Portland OR 97232	Jenny Williamson	(503) 238-1590	Jenny_Williamson@pacificwro.com



REQUEST FOR CONTRACT UPDATE # 1

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Norix Group, Inc. (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 07-109 for Furniture (Contract Title) on this date 5/14/24.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- Additions
- Deletions

Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

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

Please update percent off List discount from 45% to 50%.

Norix Group, Inc.

Vendor Name

Cori Kasper

Submitted By

Cori Kasper

5/14/24

Signature

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

DocuSigned by:

Emily Jeffrey, Region 14 ESC

5/17/2024 | 8:36 AM PDT

Signature

Date



REQUEST FOR CONTRACT UPDATE # 2

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Norix Group, Inc. _____ (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 07-109 for Furniture (Contract Title) on this date 5/31/24.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- Additions
- Deletions

Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

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

Adding MOI, Inc. and Price Modern. Please upload the attached Authorized Dealers on Norix's contract microsite.

Norix Group, Inc.

Vendor Name

Cori Kasper

Submitted By

Cori Kasper

Signature

5/31/24

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

DocuSigned by:

Emily Jeffrey, Region 14 ESC

Signature

6/4/2024 | 5:31 AM PDT

Date

OMNIA Authorized Dealer List
Norix Contract 07-109

Dealer Name	Address	City, State, Zip	Contact	Phone	Email
Alfred Williams	4400 NE Interstate 410 Loop, Suite 130	San Antonio, TX 78218	N/A	210.226.5141	N/A
Black Box Safety	1899 Gillespie Way	El Cajon CA 92020	Andrew Krotinsky	(516) 817-3639	Andrew@blackboxsafety.com
Business Environments	5351 Wilshire Ave NE	Albuquerque, NM 87113	(505) 830-7825	(505) 888-4400	lmurray@businessenvironments.com
Business Interiors	PO Box 12592	El Paso, TX 79913	Karen Leah Rivera	915.591-9393 Ext 103	karen.rivera@businessinteriors-ep.com
Campbell Keller	3041 65th Street, Suite 3	Sacramento, CA 95820	Sebastian Billgomex	916-231-9252	N/A
CME Corporation	1051 S East Street	Anaheim, CA 92805	N/A	N/A	webcs@cmecorp.com
Common Health Furniture	320 Roebing Street, Suite #715	Brooklyn, NY 11211	Anshel Schwartz	212-313-6868	Anshel@chfnry.com
CORE Furniture	698 E Wetmore Rd Suite 410	Tucson, AZ 85705	N/A	(520) 999-3470	N/A
Core Office Interiors	10300 Metric Blvd., Unit 200	Austin TX 78758	Jay Femal	(512) 832-6400	jfemal@coreoi.com
Corporate Source	1505 Oak Lawn Ave., Suite 300	Dallas TX 75207	Kim Tourangeau	(214) 468-0468	ktourangeau@tospartners.com
Cultura	5010 Shoreham Place, Suite 110	San Diego CA 92122	Tara Burns	(858) 350-0171	tburns@wearacultura.com
Dupler Office	330 West Spring Street, No. 150	Columbus, OH 43215	Randy Richardson	614-227-5640	richardsonr@dupleroffice.com
Echelon Distribution	4470 Yankee Hill Rd., Ste 150	Rocklin CA 95677	Christine Marler	(916) 426-1608	info@echelondistribution.com
Everglades Trading	1510 W Avenue A	Belle Glade FL 33430-2852	Kathy Cross	(561) 996-1212	kathy@evergladestrading.com
Forward Tilt - AZ	6340 E Thomas Rd Ste 200	Scottsdale AZ 85251-7056	Jennifer Seight	(480) 237-3737	jsright@forwardtilt.com
G/M Business Interiors	1099 W La Cadena Dr	Riverside CA 92501	Eddie Ponce	(800) 686-6583	farce@gmbi.net
Goodmans	4860 Pan American Freeway NE	Albuquerque NM 87109	Kathy Green	(505) 239-6575	kgreen@goodmans.com
GOS Supplying Solutions	11226 N 23rd Ave Suite 102	Phoenix, AZ 85029	N/A	(602) 559-9100	N/A
Indeco	805 E. 4th Ave.	Belton TX 76513	Evelyn Band	(210) 363-2252	evelyn.band@indecosales.com
Infinium Interiors	850 Milliani Street 2nd Floor	Honolulu HI 96813	Wadia Elinimas	(808) 777-5493	welinimas@infinium-interiors.com
J Kaiser Workspaces	9960 Blue Crossing Way	Tucson AZ 85743	Zoe Wristen	(520) 647-2121	zwristen@jkaiser.com
J.A. Marshall	11400 N. I-35 Service Road, Ste. E	Oklahoma City OK 73131	Stephanie Towler	(405) 254-9489	stephanie.towler@jamarshall.com
King Business Interiors	1400 Goodale Blvd., Suite 102	Columbus, OH 43212	Vanessa Randall	614-430-0020	vrandall@kbiinc.com
KBM Hogue	160 West Santa Clara St., Suite 102	San Jose CA 95113	Silvia Wong	(415) 677-3226	silvia.wong@kbm-hogue.com
M3 Office Inc.	161 Pasadena Ave., Suite A	South Pasadena CA 91030	Alisa Lansdale	(626) 441-0300	alisa@m3office.com
McCartney's, Inc.	819 Howard Ave.	Altoona, PA 16601	Tracey Baker	814-505-1139	tbaker@mccartneys.com
MOI Inc	2923 LORD BALTIMORE DRIVE	BALTIMORE MD 21244	Ja-Ni Hirschmann	(443) 780-2021	JHirschmann@moli.com
NBS Commercial Interiors	4 North St. Clair St.	Toledo, OH 43604	Elen Rodriguez	419-902-8609	erodriguez@yournbs.com
New Day Office	7025 Harbour View Boulevard, Suite 108	Suffolk VA 23435	Andrew Campbell	(757) 398-0718	andrew@newdayoffice.com
Office Revolution	820 Superior Ave. W, Suite 100	Cleveland, OH 44113	Sean Regan	216-218-3510	sregan@office-revolution.com
One Workplace	2500 De La Cruz Blvd	Santa Clara CA 95050	Candy Hoskins	(408) 263-1001	choskins@oneworkplace.com
Price Modern	6410 Commonwealth Dr	Roanoke VA 24018	Kim Miller	(301) 459-3715	kim.miller@pricemodern.com
RDI	350 Brannan St FL 1	San Francisco CA 94107-3803	Darlene Daley	(925) 330-3485	Darlene.Daley@rdi-sf.com
Sam Clar	1221 Diamond Way	Concord CA 94520	Dan Peters	(925) 771-7553	dan@samclar.com
Seats and Stations	1430 Blue Oaks Blvd Suite 150	Roseville CA 95747	Bre Harris	(916) 786-8005	bre@seatsandstations.com
SKG Texas	6301 E. Stassney Lane, Building 9-100	Austin TX 78744-3069	Erin Beazeley	(512) 318-1912	ebazeley@skgtexas.com
Staples (Nationwide)	N/A	N/A	N/A	N/A	N/A
Total Office Solutions	216 Schroeder Dr	Waco, TX 76710	Keith Reid	254-235-8200	N/A
Transact Commercial Furnishings	4600 E. Washington Ste. 100	Phoenix AZ 85034	Eric Ripes	(224) 430-9450	eric@transactinteriors.com
Tri County Office Furniture	230 Santa Barbara Street	Santa Barbara CA 93101	Melva Hatchard	(805) 448-1208	Melva@tcof.com
Velocity Business Products	16445 Air Center Blvd., Suite 100	Houston TX 77032	Micaela Mackenzie	(281) 453-0101	micaela@velocitybp.com
Wells and Kimich	PO Box 19216	Houston TX 77224	Donna Scrivens	(281) 685-9551	donnam@wellskimich.com
Workpointe - Seattle	9877 40th Ave S	Seattle WA 98118	Cameron Stone	(206) 853-2545	cameron@workpointe.com

Workscapes	3225 E Clark St	Tampa, FL 33605	Blair Croce	(813) 620-0048	Bcroce@workscapes.com
WRO Pacific	825 NE Multnomah St Suite 270	Portland OR 97232	Jenny Williamson	(503) 238-1590	Jenny_Williamson@pacificwro.com



REQUEST FOR CONTRACT UPDATE # 3

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Norix Group, Inc. (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 07-109 for Furniture (Contract Title) on this date 6/12/24.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- Additions
- Deletions

Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

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

Adding Alternative Business Furniture. Please upload the attached Authorized Dealers on Norix's contract microsite.

Norix Group, Inc.

Vendor Name

Cori Kasper

Submitted By

Cori Kasper

Digitally signed by Cori Kasper
DN: cn=Cori Kasper, email=ckasper@norix.com
Reason: I am approving this document
Location:
Date: 2024.06.12 10:58:30-0500
Font PDF Editor Version: 2024.2.2

6/12/24

Signature

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

DocuSigned by:

Emily Jeffrey, Region 14 ESC

Signature

6/20/2024 | 12:20 PM PDT

Date

OMNIA Authorized Dealer List
Norix Contract 07-109

Dealer Name	Address	City, State, Zip	Contact	Phone	Email
Alfred Williams	4400 NE Interstate 410 Loop, Suite 130	San Antonio, TX 78218	N/A	210.226.5141	N/A
Alternative Business Furniture	6533 Flying Cloud Dr., #800	Eden Prairie, MN 55344	Ken Theisen	952-937-7688	ken@altbusfurn.com
Black Box Safety	1899 Gillespie Way	El Cajon CA 92020	Andrew Krotinsky	(516) 817-3639	Andrew@blackboxsafety.com
Business Environments	5351 Wilshire Ave NE	Albuquerque, NM 87113	(505) 830-7825	(505) 888-4400	lmurray@businessenvironments.com
Business Interiors	PO Box 12592	El Paso, TX 79913	Karen Leah Rivera	915.591-9393 Ext 103	karen.rivera@businessinteriors-ep.com
Campbell Keiler	3041 65th Street, Suite 3	Sacramento, CA 95820	Sebastian Billagomex	916-231-9252	N/A
CME Corporation	1051 S East Street	Anaheim, CA 92805	N/A	N/A	webcs@cmecorp.com
Common Health Furniture	320 Roebling Street, Suite #715	Brooklyn, NY 11211	Anshel Schwartz	212.313.6868	Anshel@chfny.com
CORE Furniture	698 E Wetmore Rd Suite 410	Tucson, AZ 85705	N/A	(520) 999-3470	N/A
Core Office Interiors	10300 Metric Blvd., Unit 200	Austin TX 78758	Jay Femal	(512) 832-6400	jfemal@coreoi.com
Corporate Source	1505 Oak Lawn Ave., Suite 300	Dallas TX 75207	Kim Tourangeau	(214) 468-0468	ktourangeau@tospartners.com
Cultura	5010 Shoreham Place, Suite 110	San Diego CA 92122	Tara Burns	(658) 350-0171	tburns@wearecultura.com
Dupler Office	330 West Spring Street, No. 150	Columbus, OH 43215	Randy Richardson	614-227-5640	richardson@dupleroffice.com
Echelond Distribution	4470 Yankee Hill Rd., Ste 150	Rocklin CA 95677	Christine Marler	(916) 426-1608	info@echelondistribution.com
Everglades Trading	1510 W Avenue A	Belle Glade FL 33430-2862	Kathy Cross	(561) 996-1212	kathy@evergladetrading.com
Forward Tilt - AZ	6340 E Thomas Rd Ste 200	Scottsdale AZ 85251-7056	Jennifer Seright	(480) 237-3737	jseright@forwardtilt.com
G/M Business Interiors	1099 W La Cadena Dr	Riverside CA 92501	Eddie Ponce	(900) 686-6583	farce@gmbi.net
Goodmans	4860 Pan American Freeway NE	Albuquerque NM 87109	Kathy Green	(505) 239-6575	kgreen@goodmans.com
GOS Supplying Solutions	11226 N 23rd Ave Suite 102	Phoenix, AZ 85029	N/A	(602) 559-9100	N/A
Indeco	805 E. 4th Ave.	Belton TX 76513	Evelyn Band	(210) 363-2252	evelyn.band@indecosales.com
Infinium Interiors	850 Milliani Street 2nd Floor	Honolulu HI 96813	Wadia Elihimas	(808) 777-5493	welhimas@infinium-interiors.com
J Kaiser Workspaces	9960 Blue Crossing Way	Tucson AZ 85743	Zoe Wristen	(520) 647-2121	zwristen@kaiser.com
J.A. Marshall	11400 N. I-35 Service Road, Ste. E	Oklahoma City OK 73131	Stephanie Towler	(405) 254-9489	stephanie.towler@jamarshall.com
King Business Interiors	1400 Goodale Blvd., Suite 102	Columbus, OH 43212	Vanessa Randall	614-430-0020	vrandall@kbiinc.com
KBM Hogue	160 West Santa Clara St., Suite 102	San Jose CA 95113	Silvia Wong	(415) 677-3226	silvia.wong@kbm-hogue.com
M3 Office Inc.	161 Pasadena Ave., Suite A	South Pasadena CA 91030	Alisa Lansdale	(626) 441-0300	alisa@m3office.com
McCartney's, Inc.	819 Howard Ave.	Altoona, PA 16601	Tracey Baker	814-505-1139	tbaker@mccartneys.com
MOI Inc	2923 LORD BALTIMORE DRIVE	BALTIMORE MD 21244	Ja-Ni Hirschmann	(443) 780-2021	JHirschmann@moli.com
NBS Commercial Interiors	4 North St. Clair St.	Toledo, OH 43604	Eilen Rodriguez	419-902-8609	erodriguez@yournbs.com
New Day Office	7025 Harbour View Boulevard, Suite 108	Suffolk VA 23435	Andrew Campbell	(757) 398-0718	andrew@newdayoffice.com
Office Revolution	820 Superior Ave. W, Suite 100	Cleveland, OH 44113	Sean Regan	216-218-3510	sregan@office-revolution.com
One Workplace	2500 De La Cruz Blvd	Santa Clara CA 95050	Candy Hoskins	(408) 263-1001	choskins@oneworkplace.com
Price Modern	6410 Commonwealth Dr	Roanoke VA 24018	Kim Miller	(301) 459-3715	kim.miller@pricemodern.com
RDI	350 Brannan St FL 1	San Francisco CA 94107-3803	Darlene Daley	(925) 330-3485	Darlene.Daley@rdi-sf.com
Sam Clar	1221 Diamond Way	Concord CA 94520	Dan Peters	(925) 771-7553	dah@samclar.com
Seats and Stations	1430 Blue Oaks Blvd Suite 150	Roseville CA 95747	Bre Harris	(916) 786-8005	bre@seatsandstations.com
SKG Texas	6301 E. Stassney Lane, Building 9-100	Austin TX 78744-3069	Erin Beazeley	(512) 318-1912	ebazeley@skgtexas.com
Staples (Nationwide)	N/A	N/A	N/A	N/A	N/A
Total Office Solutions	216 Schroeder Dr	Waco, TX 76710	Keith Reid	254-235-8200	N/A
Transact Commercial Furnishings	4600 E. Washington Ste. 100	Phoenix AZ 85034	Eric Ripes	(224) 430-9450	eric@transactinteriors.com
Tri County Office Furniture	230 Santa Barbara Street	Santa Barbara CA 93101	Melva Hatchard	(805) 448-1208	Melva@tcof.com
Velocity Business Products	16445 Air Center Blvd., Suite 100	Houston TX 77032	Micaela MacKenzie	(281) 453-0101	micaela@velocitybp.com
Wells and Kimich	PO Box 19216	Houston TX 77224	Donna Scrivens	(281) 685-9551	donnam@wellskimich.com

Workpointe - Seattle	9877 40th Ave S	Seattle WA 98118	Cameron Stone	(206) 853-2545	cameron@workpointe.com
Workscapes	3225 E Clark St	Tampa, FL 33605	Blair Croce	(813) 620-0048	Bcroce@workscapes.com
WRO Pacific	825 NE Multnomah St Suite 270	Portland OR 97232	Jenny Williamson	(503) 238-1590	Jenny_Williamson@pacificwro.com



REQUEST FOR CONTRACT UPDATE # 4

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Norix Group, Inc. (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 07-109 for Furniture (Contract Title) on this date 10/15/24.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- Additions
- Deletions

Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

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

Adding Bellia Interiors Group. Please upload the attached Authorized Dealers on Norix's contract microsite.

Norix Group, Inc.

Vendor Name

Cori Kasper

Submitted By

Cori Kasper

Digitally signed by Cori Kasper
DN: O="Norix Group, Inc.", CN=Cori Kasper, E=ckasper@norix.com
Reason: I am approving this document
Location:
Date: 2024.10.15 08:35:11-0500'
Foxit PDF Editor Version: 2024.3.0

10/15/24

Signature

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

DocuSigned by:

Emily Jeffrey, Region 14 ESC

Signature

10/15/2024 | 8:13 AM PDT

Date

**OMNIA Authorized Dealer List
Norix Contract 07-109**

Dealer Name	Address	City, State, Zip	Contact	Phone	Email
Alfred Williams	4400 NE Interstate 410 Loop, Suite 130	San Antonio, TX 78218	N/A	210.226.5141	N/A
Alternative Business Furniture	6533 Flying Cloud Dr., #800	Eden Prairie, MN 55344	Ken Theisen	952-937-7688	Ken@altbusfurn.com
Bellia Interiors Group	1047 N Broad St.	Woodbury, NJ 08096	Anthony Bellia	609.977.2901	akbellia@bellia.net
Black Box Safety	1899 Gillespie Way	El Cajon CA 92020	Andrew Krotinsky	(516) 817-3639	Andrew@blackboxsafety.com
Business Environments	5351 Wilshire Ave NE	Albuquerque, NM 87113	(505) 830-7825	(505) 888-4400	lmurray@businessenvironments.com
Business Interiors	PO Box 12592	El Paso, TX 79913	Karen Leah Rivera	915.591-9393 Ext 103	karen.rivera@businessinteriors-ep.com
Campbell Keller	3041 65th Street, Suite 3	Sacramento, CA 95820	Sebastian Billagomex	916-231-9252	N/A
CME Corporation	1051 S East Street	Anaheim, CA 92805	N/A	N/A	webcs@cmecorp.com
Common Health Furniture	320 Roebing Street, Suite #715	Brooklyn, NY 11211	Anshel Schwartz	212.313.6868	Anshel@chfnry.com
CORE Furniture	698 E Wetmore Rd Suite 410	Tucson, AZ 85705	N/A	(520) 999-3470	N/A
Core Office Interiors	10300 Metric Blvd., Unit 200	Austin TX 78758	Jay Femal	(512) 832-6400	jfemal@coreoi.com
Corporate Source	1505 Oak Lawn Ave., Suite 300	Dallas TX 75207	Kim Tourangeau	(214) 468-0468	ktourangeau@tospartners.com
Cultura	5010 Shoreham Place, Suite 110	San Diego CA 92122	Tara Burns	(858) 350-0171	tburns@wearecultura.com
Dupler Office	330 West Spring Street, No. 150	Columbus, OH 43215	Randy Richardson	614-227-5640	richardson@dupleroffice.com
Echelon Distribution	4470 Yankee Hill Rd., Ste 150	Rocklin CA 95677	Christine Marler	(916) 426-1608	info@echelondistribution.com
Everglades Trading	1510 W Avenue A	Belle Glade FL 33430-2852	Kathy Cross	(561) 996-1212	kathy@evergladestrading.com
Forward Tilt - AZ	6340 E Thomas Rd Ste 200	Scottsdale AZ 85251-7056	Jennifer Seright	(480) 237-3737	jseright@forwardtilt.com
G/M Business Interiors	1099 W La Cadena Dr	Riverside CA 92501	Eddie Ponce	(800) 686-6583	farce@gmbi.net
Goodmans	4860 Pan American Freeway NE	Albuquerque NM 87109	Kathy Green	(505) 239-6575	kgreen@goodmans.com
GOS Supplying Solutions	11226 N 23rd Ave Suite 102	Phoenix, AZ 85029	N/A	(602) 559-9100	N/A
Indeco	805 E. 4th Ave.	Belton TX 76513	Evelyn Band	(210) 363-2252	evelyn.band@indecosales.com
Infinium Interiors	850 Milliani Street 2nd Floor	Honolulu HI 96813	Wadia Elthimas	(808) 777-5493	welthimas@infinium-interiors.com
J Kaiser Workspaces	9960 Blue Crossing Way	Tucson AZ 85743	Zoe Wristen	(520) 647-2121	zwristen@kaiser.com
J.A. Marshall	11400 N. I-35 Service Road, Ste. E	Oklahoma City OK 73131	Stephanie Towler	(405) 254-9489	stephanie.towler@jamarshall.com
King Business Interiors	1400 Goodate Blvd., Suite 102	Columbus, OH 43212	Vanessa Randall	614-430-0020	vrandall@kbiinc.com
KBM Hogue	160 West Santa Clara St., Suite 102	San Jose CA 95113	Silvia Wong	(415) 677-3226	silvia.wong@kbm-hogue.com
M3 Office Inc.	161 Pasadena Ave., Suite A	South Pasadena CA 91030	Alisa Lansdale	(626) 441-0300	alisa@m3office.com
McCartney's, Inc.	819 Howard Ave.	Altoona, PA 16601	Tracey Baker	814-505-1139	tbaker@mccartneys.com
MOI Inc	2923 LORD BALTIMORE DRIVE	BALTIMORE MD 21244	Ja-Ni Hirschmann	(443) 780-2021	JHirschmann@moli.com
NBS Commercial Interiors	4 North St. Clair St.	Toledo, OH 43604	Ellen Rodriguez	419-902-8609	erodriguez@yournbs.com
New Day Office	7025 Harbour View Boulevard, Suite 108	Suffolk VA 23435	Andrew Campbell	(757) 398-0718	andrew@newdayoffice.com
Office Revolution	820 Superior Ave. W, Suite 100	Cleveland, OH 44113	Sean Regan	216-218-3510	sregan@office-revolution.com
One Workplace	2500 De La Cruz Blvd	Santa Clara CA 95050	Candy Hoskins	(408) 263-1001	choskins@oneworkplace.com
Price Modern	6410 Commonwealth Dr	Roanoke VA 24018	Kim Miller	(301) 459-3715	kim.miller@pricemodern.com
RDI	350 Brannan St FL 1	San Francisco CA 94107-3803	Darlene Daley	(925) 330-3485	Darlene.Daley@rdi-sf.com
Sam Clar	1221 Diamond Way	Concord CA 94520	Dan Peters	(925) 771-7553	dian@samclar.com
Seats and Stations	1430 Blue Oaks Blvd Suite 150	Roseville CA 95747	Bre Harris	(916) 786-8005	bre@seatsandstations.com
SKG Texas	6301 E. Stassney Lane, Building 9-100	Austin TX 78744-3069	Erin Beazeley	(512) 318-1912	ebazeley@skgtexas.com
Staples (Nationwide)	N/A	N/A	N/A	N/A	N/A
Total Office Solutions	216 Schroeder Dr	Waco, TX 76710	Keith Reid	254-235-8200	N/A
Transact Commercial Furnishings	4600 E. Washington Ste. 100	Phoenix AZ 85034	Eric Ripes	(224) 430-9450	eric@transactinteriors.com
Tri County Office Furniture	230 Santa Barbara Street	Santa Barbara CA 93101	Melva Hatchard	(805) 448-1208	Melva@tcof.com
Velocity Business Products	16445 Air Center Blvd., Suite 100	Houston TX 77032	Micaela Mackenzie	(281) 453-0101	micaela@velocitybp.com

Wells and Kimich	PO Box 19216	Houston TX 77224	Donna Scrivens	(281) 685-9551	donnam@wellskimich.com
Workpointe - Seattle	9877 40th Ave S	Seattle WA 98118	Cameron Stone	(206) 853-2545	cameron@workpointe.com
Workscapes	3225 E Clark St	Tampa, FL 33605	Blair Croce	(813) 620-0048	Bcroce@workscapes.com
WRO Pacific	825 NE Multnomah St Suite 270	Portland OR 97232	Jenny Williamson	(503) 238-1590	Jenny_Williamson@pacificwro.com



REQUEST FOR CONTRACT UPDATE # 5

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Norix Group, Inc. _____ (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 07-109 for Furniture (Contract Title) on this date 1/6/25.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- Additions
- Deletions

Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

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

As with many industries, Norix has implemented a price increase starting January 1, 2025. This change primarily affects our laminates and upholstery product lines.

We have made every effort to keep prices stable where possible. Unlike many competitors, we avoided blanket price increases across our entire line, and instead carefully evaluated each product line individually to determine the appropriate list price adjustment.

Norix Group, Inc. proposes that the contract #07-109 (Furniture) now be based on our Norix 2025 Price List (attached).

Norix Group, Inc.

Vendor Name

Cori Kasper

Submitted By

Cori Kasper

Digitally signed by Cori Kasper
DN: O="Norix Group, Inc.", CN=Cori Kasper, E=ckasper@norix.com
Reason: I am approving this document
Location:
Date: 2025.01.06 12:16:10-06'00'
Foxit PDF Editor Version: 2024.4.0

1/6/25

Signature

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

DocuSigned by:

Emily Jeffrey, Region 14 ESC

Signature

1/6/2025 | 1:04 PM PST

Date

NORIX



PRICE LIST

January 2025



REQUEST FOR CONTRACT UPDATE # 5

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Norix Group, Inc. (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 07-109 for Furniture (Contract Title) on this date 4/8/25.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- Additions
- Deletions

Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

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

Adding Library Interiors of Florida, Inc. Please upload the attached Authorized Dealers on Norix's contract microsite.

Norix Group, Inc.

Vendor Name

Cori Kasper

Submitted By

Cori Kasper

Digitally signed by Cori Kasper
DN: OU=Sales, O="Norix Group, Inc.", CN=Cori Kasper, E=ckasper@norix.com
Reason: I am approving this document
Location:
Date: 2025.04.08 10:41:13-05'00'
Foxit PDF Editor Version: 2024.4.1

4/8/25

Signature

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

DocuSigned by:

Emily Jeffrey, Region 14 ESC

Signature

4/9/2025 | 5:45 AM PDT

Date

**OMNIA Authorized Dealer List
Norix Contract 07-109**

Dealer Name	Address	City, State, Zip	Contact	Phone	Email
Alfred Williams	4400 NE Interstate 410 Loop, Suite 130	San Antonio, TX 78218	N/A	210.226.5141	N/A
Alternative Business Furniture	6533 Flying Cloud Dr., #800	Eden Prairie, MN 55344	Ken Theisen	952-937-7688	ken@altbusfurn.com
Bellia Interiors Group	1047 N Broad St.	Woodbury, NJ 08096	Anthony Bellia	609.977.2901	akbellia@bellia.net
Black Box Safety	1899 Gillespie Way	El Cajon CA 92020	Andrew Krotinsky	(516) 817-3639	Andrew@blackboxsafety.com
Business Environments	5351 Wilshire Ave NE	Albuquerque, NM 87113	(505) 830-7825	(505) 888-4400	lmurray@businessenvironments.com
Business Interiors	PO Box 12592	El Paso, TX 79913	Karen Leah Rivera	915.591-9393 Ext 103	karen.rivera@businessinteriors-ep.com
Campbell Keller	3041 65th Street, Suite 3	Sacramento, CA 95820	Sebastian Billagomex	916-231-9252	N/A
CME Corporation	1051 S East Street	Anaheim, CA 92805	N/A	N/A	webcs@cmecorp.com
Common Health Furniture	320 Roebling Street, Suite #715	Brooklyn, NY 11211	Anshel Schwartz	212.313.6868	Anshel@chfnry.com
CORE Furniture	698 E Wetmore Rd Suite 410	Tucson, AZ 85705	N/A	(520) 999-3470	N/A
Core Office Interiors	10300 Metric Blvd., Unit 200	Austin TX 78758	Jay Femal	(512) 832-6400	jfemal@coreoi.com
Corporate Source	1505 Oak Lawn Ave., Suite 300	Dallas TX 75207	Kim Tourangeau	(214) 468-0468	ktourangeau@tospartners.com
Cultura	5010 Shoreham Place, Suite 110	San Diego CA 92122	Tara Burns	(658) 350-0171	tburns@wearecultura.com
Dupler Office	330 West Spring Street, No. 150	Columbus, OH 43215	Randy Richardson	614-227-5640	richardsonr@dupleroffice.com
Echelond Distribution	4470 Yankee Hill Rd., Ste 150	Rocklin CA 95677	Christine Marler	(916) 426-1608	info@echelondistribution.com
Everglades Trading	1510 W Avenue A	Belle Glade FL 33430-2852	Kathy Cross	(561) 996-1212	kathy@evergladestrading.com
Forward Tilt - AZ	6340 E Thomas Rd Ste 200	Scottsdale AZ 85251-7056	Jennifer Seright	(480) 237-3737	jseright@forwardtilt.com
G/M Business Interiors	1099 W La Cadena Dr	Riverside CA 92501	Eddie Ponce	(800) 686-6583	farce@gmbi.net
Goodmans	4860 Pan American Freeway NE	Albuquerque NM 87109	Kathy Green	(505) 239-6575	kgreen@goodmans.com
GOS Supplying Solutions	11226 N 23rd Ave Suite 102	Phoenix, AZ 85029	N/A	(602) 559-9100	N/A
Indeco	805 E. 4th Ave.	Belton TX 76513	Evelyn Band	(210) 363-2252	evelyn.band@indecosales.com
Infinium Interiors	850 Milliani Street 2nd Floor	Honolulu HI 96813	Wadia Elihimas	(808) 777-5493	welhimas@infinium-interiors.com
J Kaiser Workspaces	9960 Blue Crossing Way	Tucson AZ 85743	Zoe Wristen	(520) 647-2121	zwristen@kaiser.com
J.A. Marshall	11400 N. I-35 Service Road, Ste. E	Oklahoma City OK 73131	Stephanie Towler	(405) 254-9489	stephanie.towler@jamarshall.com
King Business Interiors	1400 Goodate Blvd., Suite 102	Columbus, OH 43212	Vanessa Randall	614-430-0020	vrandall@kbiinc.com
KBM Hogue	160 West Santa Clara St., Suite 102	San Jose CA 95113	Silvia Wong	(415) 677-3226	silvia.wong@kbm-hogue.com
Keishner Office Furniture	600 Clark Avenue, Suite 1	King of Prussia PA 19406			
Library Interiors of Florida, Inc.	10006 Cross Creek Blvd. #432	Tampa, FL 33647	Jeff Hunt	813-977-6805	jeff.hunt@libraryinteriors.com
M3 Office Inc.	161 Pasadena Ave., Suite A	South Pasadena CA 91030	Alisa Lansdale	(626) 441-0300	alisa@m3office.com
McCartney's, Inc.	819 Howard Ave.	Altoona, PA 16601	Tracey Baker	814-505-1139	tbaker@mccartneys.com
MOI Inc	2923 LORD BALTIMORE DRIVE	BALTIMORE MD 21244	Ja-Ni Hirschmann	(443) 780-2021	JHirschmann@moli.com
NBS Commercial Interiors	4 North St. Clair St.	Toledo, OH 43604	Elen Rodriguez	419-902-8609	erodriguez@yournbs.com
New Day Office	7025 Harbour View Boulevard, Suite 108	Suffolk VA 23435	Andrew Campbell	(757) 398-0718	andrew@newdayoffice.com
Office Revolution	820 Superior Ave. W, Suite 100	Cleveland, OH 44113	Sean Regan	216-218-3510	sregan@office-revolution.com
One Workplace	2500 De La Cruz Blvd	Santa Clara CA 95050	Candy Hoskins	(408) 263-1001	choskins@oneworkplace.com
Price Modern	6410 Commonwealth Dr	Roanoke VA 24018	Kim Miller	(501) 459-3715	kim.miller@pricemodern.com
RDI	350 Brannan St FL 1	San Francisco CA 94107-3803	Darlene Daley	(925) 330-3485	Darlene.Daley@rdi-sf.com
Sam Clar	1221 Diamond Way	Concord CA 94520	Dan Peters	(925) 771-7553	dan@samclar.com
Seats and Stations	1430 Blue Oaks Blvd Suite 150	Roseville CA 95747	Bre Harris	(916) 786-8005	bre@seatsandstations.com
SKG Texas	6301 E. Stassney Lane, Building 9-100	Austin TX 78744-3069	Erin Beazeley	(512) 318-1912	ebazeley@skgtexas.com
Staples (Nationwide)	N/A	N/A	N/A	N/A	N/A
Total Office Solutions	216 Schroeder Dr	Waco, TX 76710	Keith Reid	254-235-8200	N/A
Transact Commercial Furnishings	4600 E. Washington Ste. 100	Phoenix AZ 85034	Eric Ripes	(224) 430-9450	eric@transactinteriors.com

Tri County Office Furniture	230 Santa Barbara Street	Santa Barbara CA 93101	Melva Hatchard	(805) 448-1208	Melva@tcof.com
Velocity Business Products	16445 Air Center Blvd., Suite 100	Houston TX 77032	Micaela Mackenzie	(281) 453-0101	micaela@velocitybp.com
Wells and Kimich	PO Box 19216	Houston TX 77224	Donna Scrivens	(281) 685-9551	donnam@wellskimich.com
Workpointe - Seattle	9877 40th Ave S	Seattle WA 98118	Cameron Stone	(206) 853-2545	cameron@workpointe.com
Workscapes	3225 E Clark St	Tampa, FL 33605	Blair Croce	(813) 620-0048	Bcroce@workscapes.com
WRO Pacific	825 NE Multnomah St Suit 270	Portland OR 97232	Jenny Williamson	(503) 238-1590	Jenny_Williamson@pacificwro.com



REQUEST FOR CONTRACT UPDATE # 9

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Norix Group, Inc. _____ (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 07-109 for Furniture _____ (Contract Title) on this date 8/6/25.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- Additions
- Deletions

Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

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

Adding Office Environments.
Please upload the attached Authorized Dealers on Norix's contract microsite.

Norix Group, Inc.

Vendor Name

Cori Kasper

Submitted By

Cori Kasper

Digitally signed by Cori Kasper
DN: OU=Sales, O=Norix Group, Inc., CN=Cori Kasper, E=ckasper@norix.com
Reason: I am approving this document
Location:
Date: 2025.08.06 14:00:21-0500'
Foxit PDF Editor Version: 2025.1.0

8/6/25

Signature

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:

Emily Jeffrey

Signature

8/12/2025 | 7:24 AM PD

Date

**OMNIA Authorized Dealer List
Norix Contract 07-109**

Dealer Name	Address	City, State, Zip	Contact	Phone	Email
Alfred Williams	4400 NE Interstate 410 Loop, Suite 130	San Antonio, TX 78218	N/A	210.226.5141	N/A
Alternative Business Furniture	6533 Flying Cloud Dr., #800	Eden Prairie, MN 55344	Ken Theisen	952-937-7688	Ken@altbusfurn.com
Bellia Interiors Group	1047 N Broad St.	Woodbury, NJ 08096	Anthony Bellia	609.977.2901	akbellia@bellia.net
Black Box Safety	1899 Gillespie Way	El Cajon CA 92020	Andrew Krotinsky	(516) 817-3639	Andrew@blackboxsafety.com
Business Environments	5351 Wilshire Ave NE	Albuquerque, NM 87113	(505) 830-7825	(505) 888-4400	lmurray@businessenvironments.com
Business Interiors	PO Box 12592	El Paso, TX 79913	Karen Leah Rivera	915.591-9393 Ext 103	karen.rivera@businessinteriors-ep.com
Campbell Keller	3041 65th Street, Suite 3	Sacramento, CA 95820	Sebastian Billagomex	916-231-9252	N/A
CME Corporation	1051 S East Street	Anaheim, CA 92805	N/A	N/A	webcs@cmecorp.com
Common Health Furniture	320 Roebling Street, Suite #715	Brooklyn, NY 11211	Anshel Schwartz	212.313.6868	Anshel@chfny.com
CORE Furniture	698 E Wetmore Rd Suite 410	Tucson, AZ 85705	N/A	(520) 999-3470	N/A
Core Office Interiors	10300 Metric Blvd., Unit 200	Austin TX 78758	Jay Femal	(512) 832-6400	jfemal@coreoi.com
Corporate Source	1505 Oak Lawn Ave., Suite 300	Dallas TX 75207	Kim Tourangeau	(214) 468-0468	ktourangeau@tospartners.com
Cultura	5010 Shoreham Place, Suite 110	San Diego CA 92122	Tara Burns	(658) 350-0171	tburns@wearcultura.com
Dupler Office	330 West Spring Street, No. 150	Columbus, OH 43215	Randy Richardson	614-227-5640	richardson@dupleroffice.com
Echelon Distribution	4470 Yankee Hill Rd., Ste 150	Rocklin CA 95677	Christine Marler	(916) 426-1608	info@echelondistribution.com
Everglades Trading	1510 W Avenue A	Belle Glade FL 33430-2852	Kathy Cross	(561) 996-1212	kathy@evergladestrading.com
Forward Tilt - AZ	6340 E Thomas Rd Ste 200	Scottsdale AZ 85251-7056	Jennifer Seright	(480) 237-3737	jseright@forwardtilt.com
G/M Business Interiors	1099 W La Cadena Dr	Riverside CA 92501	Eddie Ponce	(800) 686-6583	face@gmbi.net
Goodmans	4860 Pan American Freeway NE	Albuquerque NM 87109	Kathy Green	(505) 239-6575	kgreen@goodmans.com
GOS Supplying Solutions	11226 N 23rd Ave Suite 102	Phoenix, AZ 85029	N/A	(602) 559-9100	N/A
Indeco	805 E. 4th Ave.	Belton TX 76513	Evelyn Band	(210) 363-2252	evelyn.band@indecosales.com
Infinium Interiors	850 Milliani Street 2nd Floor	Honolulu HI 96813	Wadia Elihimas	(808) 777-5493	welinimas@infinium-interiors.com
J Kaiser Workspaces	9960 Blue Crossing Way	Tucson AZ 85743	Zoe Wristen	(520) 647-2121	zwristen@kaiser.com
J.A. Marshall	11400 N. I-35 Service Road, Ste. E	Oklahoma City OK 73131	Stephanie Towler	(405) 254-9489	stephanie.towler@jamarshall.com
King Business Interiors	1400 Goodale Blvd., Suite 102	Columbus, OH 43212	Vanessa Randall	614-430-0020	vrandall@kbiinc.com
KBM Hogue	160 West Santa Clara St., Suite 102	San Jose CA 95113	Silvia Wong	(415) 677-3226	silvia.wong@kbm-hogue.com
Kershner Office Furniture	600 Clark Avenue, Suite 1	King of Prussia PA 19406			
Library Interiors of Florida, Inc.	10006 Cross Creek Blvd. #432	Tampa, FL 33647	Jeff Hunt	813-977-6805	jeff.hunt@libraryinteriors.com
M3 Office Inc.	161 Pasadena Ave., Suite A	South Pasadena CA 91030	Alisa Lansdale	(626) 441-0300	alisa@m3office.com
McCartney's, Inc.	819 Howard Ave.	Altoona, PA 16601	Tracey Baker	814-505-1139	tbaker@mccartneys.com
MOI Inc	2923 LORD BALTIMORE DRIVE	BALTIMORE MD 21244	Ja-Ni Hirschmann	(443) 780-2021	JHirschmann@moi.com
NBS Commercial Interiors	4 North St. Clair St.	Toledo, OH 43604	Eileen Rodriguez	419-902-8609	erodriguez@yournbs.com
New Day Office	7025 Harbour View Boulevard, Suite 108	Suffolk VA 23435	Andrew Campbell	(757) 398-0718	andrew@newdayoffice.com
Office Environments	1500 Grundy's Lane	Bristol, PA 19007	Kristen Ullmann	267-878-0606	kullmann@oeeonline.net
Office Revolution	820 Superior Ave. W, Suite 100	Cleveland, OH 44113	Sean Regan	216-218-3510	sregan@office-revolution.com
One Workplace	2500 De La Cruz Blvd	Santa Clara CA 95050	Candy Hoskins	(408) 263-1001	choskins@oneworkplace.com
Price Modern	6410 Commonwealth Dr	Roanoke VA 24018	Kim Miller	(301) 459-3715	kim.miller@pricemodern.com
RDI	350 Briannan St FL 1	San Francisco CA 94107-3803	Darlene Daley	(925) 330-3485	Darlene.Daley@rdi-sf.com
Sam Clar	1221 Diamond Way	Concord CA 94520	Dan Peters	(925) 771-7553	dah@samclar.com
Seats and Stations	1430 Blue Oaks Blvd Suite 150	Roseville CA 95747	Bre Harris	(916) 786-8005	bre@seatsandstations.com
SKG Texas	6301 E. Stassney Lane, Building 9-100	Austin TX 78744-3069	Erin Beazeley	(512) 318-1912	ebazeley@skgtexas.com
Staples (Nationwide)	N/A	N/A	N/A	N/A	N/A
Total Office Solutions	216 Schroeder Dr	Waco, TX 76710	Keith Reid	254-235-8200	N/A

Transact Commercial Furnishings	4600 E. Washington Ste. 100	Phoenix AZ 85034	Eric Ripes	(224) 430-9450	eric@transactinteriors.com
Tri County Office Furniture	230 Santa Barbara Street	Santa Barbara CA 93101	Melva Hatchard	(805) 448-1208	Melva@tcof.com
Velocity Business Products	16445 Air Center Blvd., Suite 100	Houston TX 77032	Micaela Mackenzie	(281) 453-0101	micaela@velocitybp.com
Wells and Kimich	PO Box 19216	Houston TX 77224	Donna Scrivens	(281) 685-9551	donnam@wellskimich.com
Workpointe - Seattle	9877 40th Ave S	Seattle WA 98118	Cameron Stone	(206) 853-2545	cameron@workpointe.com
Workscapes	3225 E Clark St	Tampa, FL 33605	Blair Croce	(813) 620-0048	Bcroce@workscapes.com
WRO Pacific	825 NE Multnomah St Suit 270	Portland OR 97232	Jenny Williamson	(503) 238-1590	Jenny_Williamson@pacificwro.com