

**Solicitation Number: RFP #091423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and OFS Brands, Inc., 1204 E. 6<sup>th</sup> Street, Huntingburg, IN 47542 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Furniture Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires December 4, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sowell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sowell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## **18. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

**D. WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

**E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

**B. LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

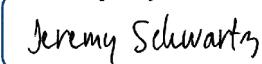
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

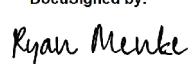
## 22. CANCELLATION

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

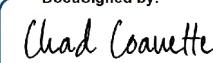
Sourcewell

DocuSigned by:  
  
 By: Jeremy Schwartz  
 C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 11/29/2023 | 4:33 PM CST

OFS Brands, Inc.

DocuSigned by:  
  
 By: Ryan Menke  
 5A6A46F21E0145A...  
 Ryan Menke  
 Title: SVP-Sales and Marketing  
 Date: 11/29/2023 | 2:39 PM CST

Approved:

DocuSigned by:  
  
 By: Chad Coauette  
 48BAF71B089445A...  
 Chad Coauette  
 Title: Executive Director/CEO  
 Date: 11/29/2023 | 4:40 PM CST

# RFP 091423 - Furniture Solutions with Related Accessories and Services

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## Vendor Details

Company Name: OFS Brands Inc.

Does your company conduct business under any other name? If yes, please state: OFS

Address: 1204 East Sixth Street

Huntingburg, Indiana 47542

Contact: Anna McClelland

Email: amcclelland@ofs.com

Phone: 704-771-9003

HST#: 30-0056548

## Submission Details

Created On: Thursday July 27, 2023 06:51:09

Submitted On: Monday September 11, 2023 15:40:03

Submitted By: Andrea Whitworth

Email: awhitworth@ofs.com

Transaction #: 8846e1ba-aabe-4b59-b0bb-7c1bc6006418

Submitter's IP Address: 98.101.127.210

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *   |
|-----------|--|--|
| 1         | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")  | OFS Brands, Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | OFS, Carolina, and ROOM are brand names used and included in this agreement.   |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | OFS, Carolina, ROOM  |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):  | Unique Entity Identifier: H1QMAHW65NZ6<br>CAGE Code 1D0P3  |
| 5         | Proposer Physical Address:   | 1204 E 6th Street, Huntingburg, IN 47542   |
| 6         | Proposer website address (or addresses):   | www.ofs.com and www.carolina.com   |
| 7         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Ryan Menke, SVP - Sales and Marketing, 1204 E 6th Street, Huntingburg, IN 47542, RMenke@ofs.com, 812-630-4774          |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Anna McClelland, VP - Specialty Markets, 1204 E 6th Street, Huntingburg, IN 47542, AMcClelland@ofs.com, 704-771-9003   |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrea Whitworth, Contract Administrator, 1264 Jackson Lake Rd, High Point, NC 27263, awhitworth@ofs.com, 336-870-4050 |

**Table 2: Company Information and Financial Strength**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 10        | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>OFS Brands Inc. (known simply as OFS) consists of the brands OFS and Carolina. We are a family-owned, community-driven company providing socially responsible furniture and logistics solutions in office, healthcare, education, government, and home office markets. Established in 1937 in Huntingburg, Indiana, OFS has grown into a leader while staying true to its local roots and core values of sustainability and craftsmanship.</p> <p>We created this company to work together in building a better life. Creating jobs, building community, making quality products that become part of people's lives—these things are why we're here. While an honest company built on an honest purpose might not be the flashiest way to success, we now employ thousands, and our products are used by hundreds of thousands. Our work matters to the lives of more people than we will ever meet—and that's a legacy worth building.</p> <p>Our values are simple, and our actions are transparent. We are a company that is committed to one thing above all else, and it's the people we serve each and every day. We don't pretend to have all the answers, nor want to prescribe what the next workplace should look like. We want to walk beside our clients and together create the best possible environment for the collective. We start with focus areas. Simplicity - Meaning our straightforward approach allows us to simplify complexities, maintain authenticity, drive efficiencies, and build personal relationships. Empathy in that every solution created, relationship nurtured and service delivered shows our commitment to aligning our customers' goals with our own. Accountability: Every</p> |

person has the responsibility to control the experience and the opportunity to change the circumstances to make a difference. Appreciation in that creating a diverse workplace centered around mutual respect and gratitude helps to boost morale, celebrate achievement, and promote a fun atmosphere that encourages personal growth. Teamwork: Our skills, talents, and passions come together in solidarity, with urgency and excellence, to accomplish our mission. Stewardship: Encouraging involvement in our communities to protect our assets enhances the quality of life, promotes optimism, and advances fellowship for all our colleagues.

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

How do we do it? By beginning with a Design Ethos to frame our product direction. Creating great products and experiences begins with understanding and caring about people. We do this by focusing on three big ideas in our design process. Simple: Creating a simple product is harder than a complex one. When you can find the root of what someone is looking for in a given setting, it clarifies the problem you're trying to solve and produces a simple, intuitive solution. In this way, simplicity helps us do more, by focusing on the details that really matter for people. Purposeful: We don't believe in designing products just to fill out a category or follow someone else's trend. Instead, our designs emerge from conversations and observations about the things people need from the places they occupy. Every piece we design offers a unique value. Personal: We put a personal touch in everything we do - design is no exception. It's one reason intentional craftsmanship is so important to our products. We believe the ergonomics and style of a product have the ability to support and inspire people in a personalized way.

By working through the pandemic we learned that our message was still strong. But to articulate it we launched You+ as a way to discuss the fact that life and work are changing as we know it. When we acknowledged that we didn't have all the answers, we also realized the solution - creating spaces that could adapt as our needs, both individually and as an organization, shifted. Finding flexibility through Soft Architecture, removing the boundaries that lock us into fixed situations, and fostering agile spaces that move along with our evolving needs are crucial to the success of our workplaces. We shared how our philosophy and products can help clients adapt as their facility footprint evolves.

We believe that we are uniquely qualified to provide the products and services requested in this RFP. We offer a large breadth of solutions designed to fulfill an entire facility or campus in a cohesive one-stop solution: As a designer and manufacturer of furniture, we offer solutions in many categories used in office, learning, public spaces, healthcare, government, outdoor, and more. We are a top supplier to the federal government and one of the most recognized brands in the country for healthcare. Categories include systems furniture, open plan, benching, soft architecture (space dividing), freestanding furniture including casegoods, space-defining, folding and mobile tables, mobile desks, height adjustable, reception, storage, and more. Seating includes solutions for office, outdoor, training, classroom, tandem seating, high task, stacking, and nesting. Lounge seating can include common areas, libraries, waiting areas, open spaces, and modular seating. Storage systems including filing, office, bookcases, kitchen, mailroom, healthcare, and pegboard. Wellness space products that support mothers' rooms, break/cafe areas, medication rooms, & respite areas. Accessories include planters, power/data accessories, easels, etc. Related Services are offered by both OFS/Carolina and our dealers. We provide technology-based specification and budgeting tools designed to allow any client to quickly and easily create furniture budgets. Other available services may include standards program development, e-commerce, dedicated web pages, Master Service Agreements, design and layout services including fabric and color design services, delivery, installation, project management, reconfiguration, assessment tools, storage, asset lifecycle planning, and leasing.

Circling back to our roots, We can't resist talking about how the Menke family Pioneered Environmentalism: Back in the 60s, when conservation was a foreign term, our second-generation leaders Phyllis and Bob Menke began to notice the effects of deforestation on southern Indiana. They took action with more sustainable production methods, established the Indiana Nature Conservancy, and began a quest to acquire and reforest thousands of eroded acres devastated by industry and agriculture. While our products no longer rely as heavily on wood materials, we are no less committed to Phyllis and Bob's early example of caring for the world around us. The 7,000 acres of FSC-certified forests we've reclaimed and the tens of thousands of trees we have planted are vital to our legacy. To quote Emerson, "The creation of a thousand forests is in one acorn."

And today, in Indiana, North Carolina, and Kentucky we continue to celebrate generations of craft: While furniture has been our specialty for over 85 years, we draw our expertise from a much longer tradition of quality craftsmanship and fine

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|    |  | <p>woodworking. Some of our great, great-grandparents made wagons, and some of our great-grandparents manufactured venetian blinds and basketball scoreboards, but furniture has stuck with us because it becomes an intimate part of people's lives in a way other products can't. It's a presence that deserves intentional craft. For many years, most people knew OFS primarily for wood casegoods and excellence in carpentry. While our portfolio has grown and we've added new sustainable materials to our designs and production process, wood remains a hallmark of our design heritage and one of the most carbon positive. The patterns of grain and color unique to every tree bring an organic warmth and one-of-a-kind beauty. "Always" Written in big letters on one of our factory walls, the word "always" serves as a simple reminder of the fact that every detail of our work matters. Craftsmanship starts with taking the time to do it right. Whether it's a button or a drawer or the direction of wood grain on a desk, we always pay attention, and we'll fix or replace anything that doesn't cut it. We believe that craft and design cannot be separated, because a great product only results from excellence in both.</p>  |
| 11 | What are your company's expectations in the event of an award?   | <p>We are fortunate to have received a prior award and now more than before recognize the value of the Sourcewell team and the contract itself. We have grown our sales since our initial award in 2020. We are expecting 2023 sales to be 16% over the prior year. 2022 was 57% over prior year, and 2021 was 200% over year one. We expect the trajectory of growth to continue.</p> <p>The contract is viewed as a coveted and valuable part of our marketing strategy when working with government, education, and non profit customers. Now, not only leadership but also our representatives around the country appreciate the value of the contract. We look forward to continuing to partner and grow the use of the agreement. Our next push will be to our dealer community to help them understand and differentiate the agreement from others.</p>   |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>OFS is a 4th generation family-owned company who has been in business for over 85 years. As a large employer in multiple states we have a strong impact on the local economy and a commitment to workforce development.</p> <p>We manufacture exclusively in the United States in Indiana, North Carolina, and Kentucky. In 2021 OFS operated under approximately 1,948,132 sq. ft. of manufacturing space within 17 different manufacturing, warehousing, and transportation facilities. Out of those 17 facilities, 13 are manufacturing facilities. We currently operate 4 as raw materials or supply factories. These 4 plants provide the cut veneer, dimensional lumber, and cut core material used in the production of our products. One facility is an intermediate supply plant that receives multiple raw materials from our other supply plants and vendors, conducts veneer/laminate layup and edgebanding operations, machines components, and ultimately supplies ready-to-assemble components to our finished goods facilities. The 9 remaining facilities currently operating are finished product plants. Generally, these plants specialize in specific product types or categories due to different requirements for consolidation, material types, machine capabilities, capacity, employee expertise, etc.</p> <p>Recently OFS completed a large state-of-the-art distribution facility (our largest capital project as of 2022) and now in 2023 has invested in our largest capital project ever - a new robotics facility in Indiana.</p> <p>We believe that having a growing legacy GSA contract and approximately 40 state and local contracts showcases our ability to secure and maintain government clients, validating our credibility and reliability. Most of our eligible members are public and reluctant to write letters of endorsement; however many of our largest clients are states that purchase directly from OFS including the State of Georgia and the State of Pennsylvania. In Georgia, we recently completed a two-tower project that was impressive in scale and complex in nature. Other long term customers include the State of North Carolina, the State of Florida, the Technical Colleges of Georgia, NASA, The US House of Representatives, Veterans Affairs, and many more.</p> <p>OFS Brands annually completes a full-scope audit and has received an unqualified audit opinion each year including 2022. Our audits are conducted by one of the largest national audit firms. OFS Brands sales for 2022 exceeded \$450 million dollars and the company maintains a net worth in excess of \$125 million. I appreciate your understanding that we are a privately held corporation and that we have a desire to maintain confidentiality with regard to our financial statements.</p> |

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| 13 | What is your US market share for the solutions that you are proposing?  | <p>OFS is considered to be a mid-market furniture manufacturer providing great design at an affordable price. OFS began as a wood casegood company and through innovation and acquisition of the Carolina, Loewenstein, and Highmark companies became a mid-market leader in the seating, workplace, healthcare and education markets. Since our previous award, we acquired Bryan Ashley, a hospitality furnishings provider and ROOM, a provider of phone booths. There is no clear market industry information to determine market share. Given the fact that we are a privately held company, we do not share financial information that some of the public companies may share and use to gauge size. However, we believe that our share of the market ranges from 5-12% varying by geography across the U.S. Our government sector exceeds 17% of our volume, and healthcare approximately 25% of our volume.</p> <p>Regarding our footprint nationwide, we do business in all 50 states and across the globe and sell through over 1200+ dealers across the country. We continue to invest in our manufacturing facilities throughout the U.S. including Indiana, North Carolina, and Kentucky. Our company owned showrooms are strategically located across the U.S. including New York, Washington DC, Chicago, Atlanta, Dallas, Huntingburg, High Point, and Los Angeles.</p> <p>Additional market share might be presented in the form of awareness through trade shows and sponsorships in the industries served by this contract. The single largest investment is our continued occupancy of a permanent showroom and office in the Chicago Merchandise Mart which is a focal point of Neocon - the national tradeshow for the contract furniture industry. This fall we will once again be Presenting Sponsor of Healthcare Design Expo &amp; Conference (HCD) which includes the largest exhibit space available. We invest in EdSpaces to ensure our connection with the K-12 Education market and are members and sponsors of SCUP and AUID to ensure our relationship to the College and University Planners and University Interior Designers across the United States and Canada. Regionally, we support NIGP chapters (National Association of Government Procurement) and APPA chapters (the Association for Physical Plant Personnel). OFS invests and is recognized as a leader in MyResourceLibrary - a resource for specifiers as well as CET Designer, a tool that helps dealers and specifiers in the industry.</p> |
| 14 | What is your Canadian market share for the solutions that you are proposing?  | We currently sell less than \$2m a year in Canada. With the 1:1.3 exchange rate (\$1 USD = \$1.3CAD) we have been disadvantaged in pricing models.   |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | No   |
| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Our business structure has remained virtually unchanged from our last response. OFS Brands Inc is a manufacturer of contract furniture used in the workplace, learning, and healthcare environments.</p> <p>Our organization is a private family-owned business and consists of a lean empowered leadership team and a dedicated group of OFS/Carolina representatives across the country and internationally. Our President/CEO is Hank Menke while our SVP of Sales and Marketing is Son Ryan Menke. Reporting to Ryan are VPs of sales and marketing including Anna McClelland, VP of Specialty Markets, and four Regional VPs who manage sales and distribution throughout their geographies. We are organized in several ways.</p> <p>We have approximately 1750 employees, including 71 direct employee sales representatives and administrators plus 89 independent representatives and associates across the country as well as dedicated showrooms in High Point, Atlanta, Huntingburg, Washington DC, New York, Chicago, Dallas, Los Angeles as well as representative showrooms in Boston, Columbus, Houston, Denver, San Francisco, and Seattle.</p> <p>We have a unique distribution model that, unlike many manufacturers, is flexible with over 1200 independently owned and operated dealers across the world. This model will allow your members to work with local businesses in their community that they have grown to rely on and count on. We prefer this model as it allows for open competition and doesn't force our clients to work with dealers they might otherwise not choose. Our sales representatives and dealers are familiar with our Sourcewell contract and for those who are not yet dealers, we are willing to entertain and train dealers who have proven to be a value to your members.</p>   |

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| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Because we do not provide professional services, no licenses and certifications are required. We have certain associates who are WELL accredited and educate our customers about the benefits and values of the WELL Building Standard. We also have subject matter experts in the areas of Architecture/Design, Healthcare, Education, and Government business. We are a member of BIFMA (which establishes minimum standards for Business and Institutional Furnishings). As a company, we partner with 3rd party certification partners to verify and certify that our products and production meet certain environmental criteria and achievements. Those include SCS Global Services (sets criteria for indoor air quality for which all of our products are Gold certified), BIFMA Level which sets standards for the multi-attribute sustainability standard (all of our products are Level 2 or higher), and FSC (promotes sustainable forestry practices).* |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | N/A. We have no suspensions or debarments.*  |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|-----------|----------|------------|
|           |          |            |

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| 19 | <p>Describe any relevant industry awards or recognition that your company has received in the past five years</p> | <p><b>WELL Certification:</b> In 2021 OFS Brands received platinum certification for its corporate office by the International WELL Building Institute (IWBI). Platinum certification is the highest designation a project can receive. The company's 49,000 square-foot headquarters is the first in Indiana to receive the leading health and wellness certification.</p> <p><b>Partnership with One Tree Planted:</b> In April 2020 OFS announced a partnership with One Tree Planted, a Vermont-based 501(c)(3) nonprofit dedicated to global reforestation, to plant 60,000 trees in 2020. Since then we have planted over 200,000 trees to offset carbon emissions. Learn more about it here: <a href="https://ofs.com/announcement/ofs-partners-one-tree-planted-committing-plant-60000-trees-2020">https://ofs.com/announcement/ofs-partners-one-tree-planted-committing-plant-60000-trees-2020</a></p> <p><b>Sponsorship:</b> Healthcare Design Expo &amp; Conference (HCD): While some might think of Sourcewell as a contract used by public agencies and the workplace, all member types have a need for some level of healthcare furniture. Counties and Cities and States have departments of health and clinics, universities have teaching hospitals, and many hospitals are non profits. OFS and Carolina have continued as Presenting Sponsors in 2018, 2019, 2020 (virtually) and after a pandemic pause of the event, 2022 and we will sponsor again in 2023. HCD is the premier event for the healthcare interiors industry. As Presenting Sponsor, Carolina provides considerable financial support for industry events during the show while benefiting from an ideal platform for promoting its brand. For Carolina, HCD has always been the premier show to connect with top thought leaders in the healthcare industry and to launch our newest product innovations. For the 2nd year in a row, Carolina has been the Presenting Sponsor of Environments for Aging, EfA Conference + Expo is the ultimate networking, education, and product-sourcing event in senior living design. It showcases newest products and presents the latest research, trends, and strategies to meet the needs of our aging population. Once again, OFS will be a sponsor of SCUP - the Society of College &amp; University Planners, a key opportunity to work with higher education institutions. Additionally, in 2021 Carolina won "Best Booth" at the Expo.</p> <p><b>Awards:</b></p> <p><b>Neocon Awards:</b> Each year the design industry has recognized OFS and Carolina with top honors during NeoCon, North America's largest design exhibition and conference for commercial interiors. This link summarizes 2023. In 2023 OFS won Best of Neocon for 3 new collections: Rowen, Rowen Bench, and Tate ottomans. Carolina won 2 Best of Neocon awards for Elara lounge, and Blueprint seating. In 2022 our minimal component chair Zero won the Sustainability Award while Best of Neocon 2022 awards went to Kaleid - FURNITURE, for Workplace Accessories; Ansel - HEALTHCARE Guest &amp; Lounge Seating, Sorta - HEALTHCARE Patient Seating and for Education Solutions, Fleet - FURNITURE-Collections for Collaboration. Previous awards included: 2019 Obeya, Kasura, and LeanTo all from OFS won Gold in their respective categories and then Obeya went on to win "Best in Competition" across the entire NeoCon event.</p> <p><b>Interior Design HiP Awards</b> are focused on industry people and innovative products. The HiP awards recognize and honor pioneers and achievements in the commercial design industry. In 2023 Elara lounge collection won the 2023 Interior Design HiP Award. In 2022 Maria VanDeman, District Sales Manager at OFS, received the prestigious recognition as the winner of a HiP Leader Award. Our product winners were Zero, a minimal component chair; Fleet - Conference Table - Workplace; Sorta - Furniture &amp; Seating - Health and Wellness. In 2021, Doug Shapiro, Vice President of Research and Insights at OFS, received the prestigious recognition as the winner of a HiP Leader Award from Interior Design at NeoCon 2021.</p> <p><b>Metropolis Likes Awards:</b> 2023: Elara lounge. 2022: Zero guest/dining seating.</p> <p><b>Healthcare Design Nightingale Award</b> presented by Healthcare Design Magazine in partnership with the Center for Health Design. The Nightingale Awards recognize the contribution to the healthcare built environment through product design and innovation that contributes to healing. In 2021 Carolina won for our Knack recliner for Patient Seating. In 2019 Carolina won for Lasata recliners and OFS won for the Reservoir table.</p> <p><b>IMTA Fleet Safety Award</b> in 2021 went to our logistics company Styline Logistics for Local Fleet ( 100,001-250,000 Miles) and Over-The-Road Fleet (1,000,001-2,000,000 Miles).</p> <p><b>My Resource Library:</b> In 2019 MRL recognized partner manufacturer OFS for the Best Overall Binder Experience. "The OFS binder in the library has a fantastic look to it and is organized in a way that provides the user with all of the information that they need right at their fingertips. We thank them for their commitment to the platform for top-notch communication."</p> |
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|                    |  |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
|--------------------|--|--|----------------|-----------------------|------------|----------------------|-------------|----------------------|-------------|----------------------|-------------|----------------------|-------------|----------------------|-------------|--------------------|--------------------|--------------------|-------------|--------------------|-------------|--------------------|-------------|--------------------|-------------|-------------------|-------------|-------------------|---|
| 20                 | What percentage of your sales are to the governmental sector in the past three years   | 9-11% estimated (excluding education and healthcare)   | *              |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| 21                 | What percentage of your sales are to the education sector in the past three years  | 10-12% estimated (excluding government and healthcare)   | *              |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| 22                 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | <p>OFS is a private company. We, therefore, request that the following information be redacted when shared through the Sourcewell website. Due to the pandemic, sales fell by many state agencies and have only recently rebounded. OFS estimated the below yearly sales average through cooperatives including Sourcewell:</p> <table> <tbody> <tr><td>Omnia contract</td><td>\$22,000,000 per year</td></tr> <tr><td>Sourcewell</td><td>\$4,200,000 per year</td></tr> <tr><td>State of GA</td><td>\$7,000,000 per year</td></tr> <tr><td>State of FL</td><td>\$2,500,000 per year</td></tr> <tr><td>State of NC</td><td>\$2,200,000 per year</td></tr> <tr><td>State of NY</td><td>\$2,000,000 per year</td></tr> <tr><td>State of NJ</td><td>\$550,000 per year</td></tr> <tr><td>Commonwealth of PA</td><td>\$500,000 per year</td></tr> <tr><td>State of MS</td><td>\$500,000 per year</td></tr> <tr><td>State of SC</td><td>\$283,000 per year</td></tr> <tr><td>State of WI</td><td>\$200,000 per year</td></tr> <tr><td>State of NM</td><td>\$75,000 per year</td></tr> <tr><td>State of CT</td><td>\$12,000 per year</td></tr> </tbody> </table> | Omnia contract | \$22,000,000 per year | Sourcewell | \$4,200,000 per year | State of GA | \$7,000,000 per year | State of FL | \$2,500,000 per year | State of NC | \$2,200,000 per year | State of NY | \$2,000,000 per year | State of NJ | \$550,000 per year | Commonwealth of PA | \$500,000 per year | State of MS | \$500,000 per year | State of SC | \$283,000 per year | State of WI | \$200,000 per year | State of NM | \$75,000 per year | State of CT | \$12,000 per year | * |
| Omnia contract     | \$22,000,000 per year  |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| Sourcewell         | \$4,200,000 per year   |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| State of GA        | \$7,000,000 per year   |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| State of FL        | \$2,500,000 per year   |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| State of NC        | \$2,200,000 per year   |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| State of NY        | \$2,000,000 per year   |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| State of NJ        | \$550,000 per year   |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| Commonwealth of PA | \$500,000 per year   |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| State of MS        | \$500,000 per year   |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| State of SC        | \$283,000 per year   |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| State of WI        | \$200,000 per year   |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| State of NM        | \$75,000 per year  |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| State of CT        | \$12,000 per year  |  |                |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |
| 23                 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Schedule 71 Furniture: Approximately \$8,00,000-\$10,00,000 per year   | *              |                       |            |                      |             |                      |             |                      |             |                      |             |                      |             |                    |                    |                    |             |                    |             |                    |             |                    |             |                   |             |                   |   |

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *         | Contact Name *       | Phone Number * |
|-----------------------|----------------------|----------------|
| State of Montana      | Grace Waring         | 406-444-2516   |
| State of Florida      | Christopher McMullen | 850-922-9867   |
| County of Los Angeles | Eric Carlos          | 323-267-2331   |

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name    | Entity Type * | State / Province * | Scope of Work *                       | Size of Transactions * | Dollar Volume Past Three Years * |
|----------------|---------------|--------------------|---------------------------------------|------------------------|----------------------------------|
| A Credit Union | Non-Profit    | California - CA    | Regional offices conducted Nationwide | Varied                 | \$6,000,000                      |
| State of GA    | Government    | Georgia - GA       | 2022-2023 projects                    | Varied                 | \$5,000,000                      |
| A City         | Government    | Virginia - VA      | Tower project                         | Varied                 | \$3,500,000                      |
| A University   | Education     | Georgia - GA       | Campus expansion                      | Varied                 | \$2,200,000                      |
| A State        | Government    | Illinois - IL      | Veterans Facility                     | Single plus add-ons    | \$1,700,000                      |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
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| 26 | <p>Sales force.</p> | <p>See complementary attachments titled Maps, Representative List, and List of Authorized Dealers which may help to illustrate our showroom and personnel locations as well as our breadth of dealer distribution.</p> <p>Overview: Our organization consists of a lean empowered leadership team and a dedicated group of OFS/Carolina representatives across the country and internationally. Our President/CEO is Hank Menke while our SVP of Sales and Marketing is Ryan Menke. Reporting to Ryan are four Regional VPs who manage sales and distribution throughout their geographies and Anna McClelland, VP of Specialty Markets who manages our Government, Education, and Healthcare markets including contract management and compliance. Within this team, Anna McClelland and Andrea Whitworth are focused exclusively on public agencies, education, and healthcare and are responsible for this contract in its entirety. Those responsibilities include maintaining all scheduled reporting and fee requirements, website development and maintenance, development of marketing tools, and engagement with contract stakeholders including States who have adopted the contract. Anna and Andrea work closely with the Sourcewell team including regular quarterly business reviews to share and discuss metrics, opportunities, and challenges. It is this team's responsibility to not only win and manage contracts but to develop resources and provide web-based and in-field training and support to ensure that every OFS representative and dealer is not only aware but fluent in the best practices supporting contracts such as a Sourcewell contract.</p> <p>Locations and Personnel: We have representatives in all 50 states, plus Canada and other countries. Our sales representatives include 71 direct employees and 89 independent representatives. All of our independent representatives have been with us for decades and represent us as competently and thoroughly as any of our direct representatives. These folks are empowered to work directly with local dealers and customers to not only offer solutions and expertise but also to solve any issues or problems that arise in the course of doing business.</p> <p>Each of our representatives is versed and comfortable with Sourcewell member types including state and local governments, healthcare members, and educational institutions. Some are specialists to some degree spending more time in the areas of education or healthcare. In several cases, representatives have proposed the state adoption of our Sourcewell contract.</p> <p>Each of our representatives is versed and comfortable with Sourcewell member types including state and local governments, healthcare members, and educational institutions. Some are specialists to some degree spending more time in the areas of education or healthcare. In several cases, representatives have proposed the state adoption of our Sourcewell contract.</p> <p>In addition to the sales force, we have approximately 23 marketing representatives who are engaged in everything from new product development and introductions to showroom design, sales materials, trade show displays and banners, website development and assistance, technology tools, and more. Additionally, we have an I.T. liaison who supports the needs of sales and marketing and by extension, contract support.</p> <p>Everyone in the organization is aware of our policy of leading with our cooperative contracts for all eligible agencies. Each of our leaders has had success through contracts and fully supports them. There is a designed overlap between our sales team and our servicing dealer network. OFS sales usually provide training and education to the architecture and design community. Both OFS and servicing dealers can provide typicals and renderings of products. Sales and servicers are able to program solutions for and quote directly to members or as a team, while our dealer network handles the space planning, delivery and installation of the product. They work together to resolve any issues.</p> <p>In Canada, David Hutton, OFS Director of International Sales oversees our representatives and dealers. We have Erin Shilladay of The Little Tree Group representing OFS in the west - primarily in British Columbia. Erin has experience with Sourcewell contracts and will be a great asset. The Reeves Group represents OFS in the central and eastern provinces including Saskatchewan, Manitoba, Ontario, and Quebec. Our largest dealer in the country is COI covering British Columbia, Alberta, Saskatchewan, Manitoba, and Calgary.</p> |
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| 27 | Dealer network or other distribution methods. | <p>Attachments Include OFS Brands Inc. Authorized Dealer list - 23 pages of 1200+ dealers and locations.</p> <p>We are a manufacturer with a primarily flexible distribution model of over 1200 independently owned and operated dealers across the world. This model will allow your members to work with local businesses in their community that they have grown to rely on and count on. In many cases, these dealers are representing other manufacturers as well so that they may serve as a single point of contact or resource for members who may benefit from a blended solution. Unlike some manufacturers, we don't limit ourselves to only one or two dealers in a market. We understand that dealers, like agencies, are unique and while one may be perfectly suited for commercial accounts, they may not be suited for education, government, or public agency members. In fact, we have found more often than not that it can take up to 20 dealers to adequately service one state from our clients' perspective.</p> <p>In Canada, David Hutton, OFS Director of International Sales oversees our representatives and dealers including our largest dealer in the country COI covering British Columbia, Alberta, Saskatchewan, Manitoba, and Calgary.</p>   |
| 28 | Service force.                                | <p>The majority of service work is performed by our 1200+ dealers. There is a designed overlap between sales and service. OFS sales usually provide training and education to the architecture and design community. Both OFS and servicing dealers can provide typicals and renderings of products. Sales and servicers are able to program solutions for and quote directly to members or as a team, while our dealer network handles the space planning, delivery, and installation of the product. They work together to resolve any issues. The OFS Customer Service team processes any service claims submitted by our dealers on behalf of our clients. As mentioned below in our warranty section, there are times when OFS employees resolve warranty issues in the field. Our dealers in many cases are the sole point of contact for our customers and are therefore responsible for both the up-front sales direction and the after-sale service.</p> <p><b>Services:</b> As a prerequisite to gaining access to distribute OFS Brands products, we ensure that our distribution network can offer services that include but are not limited to:</p> <p><b>Design Services</b> – Our dealers provide space planning, installation plans, furniture migration, strategies, reconfiguration of existing furniture, assistance with furniture selection, interior office design, and computerized installation drawings.</p> <p><b>Project Management Services</b> – Beginning from the planning stage, through all stages to final delivery, walkthrough, and any punch list completion, our dealers are capable of large or small projects.</p> <p><b>Delivery and Installation Services</b> – Our dealers provide this service including all aspects from uncartoning and inspection to assembly, set up, placement, installation, and warranty services, along with repairs when needed. Reconfiguration of existing product is available as well. Storage is available in certain markets.</p> <p><b>Transportation:</b> Owning our logistics network allows us to take responsibility for every step along the way. We operate a fleet of 392 trailers to ensure a flawless delivery process with no hassles on your end. Styline Logistics has always provided quality transportation and logistical services for all the furniture manufacturing divisions of our parent company plus many other furniture shippers. We have years of experience in providing specialized handling for various types of furniture, from high-end office products to delicate home furnishings. This attention to quality and care is available to meet all your furniture delivery needs. To ensure damage-free handling we have well-trained loading teams utilizing hand trucks and special furniture handling equipment, plus a fleet of air-ride trailers and experienced company delivery drivers to provide damage-free delivery services to your customers. All of our efforts are reflected in an industry-leading 99.987% damage-free delivery performance for our customers. Our trucks get the product to our dealers warehouses (or in some cases direct to the client's site) where furniture is inspected, stored if needed, and delivered to the client location to be installed.</p> <p><b>Warranty:</b> In order to provide the fastest response possible, we support our dealer network to provide warranty assistance. We have a computerized process for dealers or representatives to complete Field Issue Requests so that parts and labor can be approved quickly. For large or complex installations OFS will dispatch someone from our Construction Services division to ensure that the local dealer is comfortable and familiar with new product installation methods.</p> |

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| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.  | <p>At OFS, we like to keep things simple. Orders by default are addressed to the proposer, which in 99% of the cases are our dealers. That ensures that the specifications are correct and have captured the latest conversations. It also helps the dealer installation team to have the paperwork in the format that facilitates a fast and thorough installation and project management process. If the member prefers to address their orders to us, they can. As a Sourcewell member, OFS would not, in most cases, require a credit application or deposit. We would still engage the dealer and would provide them with a copy of the acknowledgment to review and to help with logistics and installations.</p>   | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>Clients often contact Anna McClelland and Andrea Whitworth directly if they have any questions involving contract validation and compliance. We are always happy to review proposals to ensure proper pricing was used or to explain our simple processes for ensuring that orders are reported correctly.</p> <p>The local OFS dealer and OFS/Carolina Customer Service are the first point of contact for contracted clients' issues and concerns. At this level, we will determine whether the issue is one of sales or contract communication or if it is a factory/customer service topic. If needed, the local OFS representative is engaged to help expedite any replacements or to remove any obstacles to an efficient recovery. For ongoing clients, OFS suggests annual business review meetings where performance is discussed as well as best practices shared and explored.</p> <p>Regarding day-to-day processes, OFS Brands has a comprehensive sales administration organization. This is overseen by an SVP of Sales Administration whose responsibility includes the following:</p> <ul style="list-style-type: none"> <li>• Order entry</li> <li>• Order conditioning and scheduling</li> <li>• Customer service</li> <li>• Shipping and Logistics</li> <li>• Post installation services</li> <li>• Issue resolution</li> <li>• Warranty fulfillment</li> </ul> <p>The OFS and Carolina customer service team respond to inquiries within 24 hours of notification. This team is empowered to resolve issues quickly and has a policy to maintain contact daily until issues are resolved.</p> <p>At OFS, we made a commitment to the well being of our employees. We provide areas of respite, fresh snacks and drinks, a "work out anytime" fitness space and access to biophilia. As a family owned company, all OFS employees embrace our president, Hank Menke's credo of "What you make people feel is as important as what you make". No other incentives are required to ensure that our service goals and promises are met.</p> | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | We are willing to service all Sourcewell participating agencies in the United States. See attachments titled Maps, Representative List and List of Authorized Dealers which may help to illustrate our showroom and personnel locations as well as our breadth of dealer distribution.  | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | OFS is very willing and has current processes in place to service Sourcewell members in Canada. All shipments are F.O.B. point of shipment, freight prepaid and allowed, excluding surcharges. Shipments to Canada are freight prepaid and allowed to port of exit.   | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | OFS is willing and able to work with any members throughout the U.S. and Canada.  | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | OFS has customers throughout the U.S. and has a selling policy that supports the customer's preference. While we have contracts with states and other cooperatives throughout the U.S. we would not be restricted from using our Sourcewell contract for any client that chooses it.  | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | A Sourcewell contract would not contain any restrictions to members outside of the Continental U.S. other than our normal terms and conditions regarding delivery and freight. All prices quoted include delivery to one destination. U.S. List Prices are domestic prices only for shipment within the Continental United States.  | * |

**Table 7: Marketing Plan**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 36        | <p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p> | <p>Broadly our strategy involves several stakeholders and technologies. If you picture a circle, the outer band is our social media connections - LinkedIn; Instagram, our Website, etc. We use those connections to reach out to public agencies, schools, etc. The next band represents our dealers. In most cases, they are our direct link to clients and are an extension of our sales force. We educate them and make them aware of the benefits of the contract and how to market. The next interior circle includes the architecture/design community with whom we talk about and promote cooperative purchasing as a solution to RFP requirements. And finally, the inner circle is our customers who are at the center of all efforts. The entire program is designed to be customer-centric.</p> <p>We are fortunate to have an existing contract with year-over-year growth. We have attached 2 samples for review of successful marketing pieces. One is a Sourcewell contract overview that many members like to have on hand. The second is a Client Abstract which outlines in one document the pricing, contract details, order entry information, and more.</p> <p>Our dedicated Sourcewell web page has been valuable to both members and partners. It can be found at: <a href="https://ofs.com/resources/contracts/sourcewell">https://ofs.com/resources/contracts/sourcewell</a>.</p> <p>Our frequent touch points with Jim Benson and the Sourcewell team have been very helpful in sharing real-time information, questions, and topics.</p> <p>If we are awarded a second contract, we plan to do the following to reinforce and build upon our current success:</p> <p>Work with our marketing team to announce the new award to our existing clients and partners, including the states that have already or are contemplating adopting our agreement.</p> <p>Work with our marketing team and Sourcewell to update all existing marketing materials to best represent our brands.</p> <p>We will work with our digital marketing team to launch a digital campaign to get the word out.</p> <p>We will embark on nationwide dealer presentations to share the news and to make sure that all partners understand the value of the program.</p> <p>We will continue to utilize our <a href="mailto:Sourcewell@ofs.com">Sourcewell@ofs.com</a> email address to field opportunities, questions, and inquiries.</p> <p>We will have display space at the NIGP trade show in 2024 and will happily display Sourcewell materials. OFS Brands will participate in any other national or regional trade shows that the Sourcewell team believes are successful.</p> <p>We plan to attend and participate in the H2O conference to reinforce our commitment to Sourcewell and to learn and share ideas about how to promote the contract.</p> <p>OFS will hold a series of company-wide webinars to announce the contract to our employees and dealers. Those will be recorded and made available as part of our training portal.</p> <p>OFS Brands is happy to advertise the contract in regional or national publications. We would rely on Sourcewell to let us know which periodicals are most effective at reaching their members.</p> <p>We will refresh and update the EqualLevel market site.</p> |

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| 37 | <p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>   | <p>OFS has a robust digital marketing team and program. Through this team we not only promote our products, partners, programs, services, and successes, but we also use it to showcase our thought leadership in our industry.</p> <p>Samples of our work include Social media site postings and analytics to ensure that we have the broadest reach possible. While LinkedIn is our most used outlet, we are also active on Instagram.</p> <p>Not only do we have a corporate presence (<a href="https://www.linkedin.com/company/ofs-/">https://www.linkedin.com/company/ofs-/</a>) but our regions also have pages that are updated regularly to feature items most appropriate in those markets. Another example of our work are our websites <a href="https://ofs.com/">https://ofs.com/</a> and <a href="https://carolina.ofs.com/">https://carolina.ofs.com/</a> which feature not only product information but also contract information <a href="https://carolina.ofs.com/resources/documents/contracts">https://carolina.ofs.com/resources/documents/contracts</a>.</p> <p>Because we are very careful with individual privacy, we track which platforms, sites, pages, and images are attractive and get the most attention, but we do not use that information to identify or target individuals or institutions.</p> <p>We do strive to make the sites relative to our various vertical markets and industries. One example are our case studies (which are featured on both LinkedIn, Instagram and our website) which as often as possible capture government/public agencies, higher education, healthcare and non profits. We are pleased that the University of Montana agreed to let us showcase two projects that used our Sourcewell contract (attached and found here: <a href="https://ofs.com/explore/case-studies">https://ofs.com/explore/case-studies</a>)</p> <p>Since our last response, we have embarked on Imagine a Place podcast and production company. We create and curate a journal, podcasts, publications, and videos. Through these platforms, we share and discuss topics affecting our industry and our clients. Imagine a Place explores the powerful role that place plays in our lives by gathering and sharing authentic voices, insightful perspectives, and stories of places designed to inspire, support, and connect people. Imagine a Place Productions gathers industry-leading voices that have the power to inspire the design community through storytelling and broaden our creative horizons. The goal of Imagine a Place Productions is to further elevate the belief that the places we make and the ways we design them matter in our lives.</p> <p>We are able to design strategic email, mail, or social media driven marketing campaigns to share the benefits of the OFS contract to members. We would partner with Sourcewell to determine the preferences of its members.</p> |
| 38 | <p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>                     | <p>We have grown our sales since our initial award in 2020 despite challenging times. We are expecting 2023 sales to be 16% over prior year. 2022 was 57% over prior year, and 2021 was 200% over year one. We expect the trajectory of growth to continue and now with the hindsight of an existing contract, we have a greater understanding of what Sourcewell can do to support the contracts.</p> <p>We find value in the contract announcements and in the trade show presence to increase awareness and activity. We also find value in the legislative work and updates. More than ever agencies are confused with the plethora of vehicles available to them and we hope that Sourcewell can get to those agencies and help to educate them about the value of the contracts.</p> <p>Our contract is already a part of our day-to-day sales process. We will continue to educate our dealers and representatives about the benefits of Sourcewell and how it can be used to satisfy the bid requirements of many of our clients while also providing hard cost savings. With a new award, we will share it during a monthly "all employee" video conference to make sure that the news is out and to field any questions from around the country. We will also post the materials on our Learning Platform which is a repository of training materials. Complementary materials will include a training module about cooperative purchasing. We will also post any other Sourcewell training videos so that people can learn more at their own pace or as new people are hired.</p> <p>We will continue to partner at conferences around the country which often include NIGP, CAPPO, FAPPO, EdSpaces and NIGP chapters.</p> <p>We are a founding sponsor of NCPP - National Cooperative Procurement Partners. We actively meet to discuss and share best practices to promote cooperative purchasing. We believe that this gives us a seat at the table and in fact, many of the supplier partners have Sourcewell contracts. As a result, we often discuss and share information to maximize our Sourcewell contract usage.</p>  |
| 39 | <p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p> | <p>OFS currently uses both EDI protocols and website technologies as its main drivers for internet commerce capabilities. Through these technologies, we are able to handle purchase orders, acknowledgments, advanced shipping notices (ASN), and invoicing. Any additional needs would be accommodated by the in-house Information Technology team. We are working with two state agencies today to create a catalog that ideally will interface with their operating system. We have created an EqualLevel page within Sourcewell and look forward to making it more robust.</p>   |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
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| 40        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>At OFS, we understand the importance of empowering Sourcewell participating entities with comprehensive training programs that maximize the value of our offerings. We offer two types of training to cater to diverse needs:</p> <p><b>Operational Use Training:</b> As a standard practice, we provide free operational use training for newly acquired furniture, whether it's seating, height-adjustable/folding tables, recliners, or sleeper units. OFS representatives and our dealer partners conduct this training during or shortly after installations. This ensures that members are comfortable and adept at utilizing their new furniture to its full potential.</p> <p><b>Maintenance and Reconfiguration Training:</b> We offer base-level instruction, encompassing cleaning guidelines and mechanism operation, at no charge. For more in-depth training on maintenance and reconfiguration, members can opt for additional training. Our experts can either provide on-site training or host members at our factory location for comprehensive sessions. While the training is free, members are responsible for covering travel and lodging expenses.</p> <p>All contract training is overseen by OFS Brands Vice President, Anna McClelland, and is available in person or via webinars, providing members with flexible and accessible training options.</p>  |
| 41        | Describe any technological advances that your proposed products or services offer.   | <p>OFS Brands takes pride in introducing cutting-edge technologies that redefine comfort, functionality, and sustainability including:</p> <p><b>Electronic Specification Tools:</b> We recognize that furniture can be more complex than consumers expect today. That's why we have created groundbreaking tools to simplify the budgeting and specification process. First is a unique "budget tool" that allows members to get quotes after 15-30 minutes of inputting data resulting in a price per person or per square foot for an upcoming building or space. We have eliminated the overwhelming "commercial pdf price list" and moved instead to a "spec and price" tool on our website. Any member can type in a product name (or use our easy search engine to choose products) and quickly determine the list price on their own. Finally, we have created a tool that helps our dealers and our sales representatives prepare a proposal for members in a fraction of the time it previously took.</p> <p><b>Body Balance Seating Mechanism:</b> Our revolutionary Body Balance seating mechanism represents a leap forward in ergonomic design. This technology ensures automatic adjustments tailored to each user's weight, providing optimal ergonomic support. This breakthrough innovation reduces workplace injuries and stress, adapting seamlessly to users' movements for unparalleled comfort.</p> <p><b>In-House Fabrication:</b> We stand apart by fabricating components such as hardwood elements and solid surfaces in-house. This allows us to maintain better control over pricing and lead times compared to competitors. By crafting our own components, we ensure top-quality materials while promoting environmental responsibility.</p> <p><b>Heya and Obeya Collections:</b> Our Heya and Obeya collections introduce soft architecture that creates functional and collaborative spaces. Designed to form smaller environments within larger settings, Heya caters to both individual needs for focus and group requirements for collaboration. Obeya is a larger space defining product that creates a variety of functional spaces within the built environment. The mobility of Heya enables flexible workspace configurations throughout the day, promoting both comfort and productivity.</p> |

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| 42 | <p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>   | <p>Sustainability is ingrained in OFS Brands' DNA, and our initiatives exemplify this commitment:</p> <p>Conservation Legacy: Inspired by our founders' legacy, we've reclaimed and reforested over 7,000 acres of FSC-certified forests, reflecting our dedication to environmental stewardship.</p> <p>Cool Springs Property: Our 600-acre Cool Springs property serves as an educational preserve, reforestation effort, design retreat, and corporate meeting center. This unique space fosters connection, discovery, focus, and restoration while showcasing sustainable practices.</p> <p>Acanthus Row: Our community garden, Acanthus Row, cultivates local produce for employees, local non-profits, and food banks, promoting healthy choices and giving back to the community.</p> <p>Ecomedes Partnership: We've partnered with Ecomedes to simplify sustainable decision-making for customers, offering a platform for product analysis and reporting.</p> <p>Common Ground Sustainability Report: Our 2021 sustainability report outlines our commitment to sustainability and the communities we serve. We have attached a copy with this response.</p> <p>LEED-Certified Facilities: Operating LEED-certified showrooms and educational facilities, we practice what we preach, integrating sustainable practices into our operations.</p> <p>Certifying agencies are identified in question 43.</p>   |
| 43 | <p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p> | <p>OFS Brands' dedication to sustainable excellence is validated by multiple third-party certifications:</p> <p>SCS Global Services: Indoor Advantage and Indoor Advantage Gold Certifications for all OFS Brands furniture products. SCS Global Services' highest level of indoor air quality performance for furniture. The certification assures that furniture products support a healthy indoor environment by meeting strict chemical emission limits for volatile organic compounds (VOCs). To be certified, products must be tested by independent labs for compliance with the ANSI/BIFMA X7.1, and either ANSI/BIFMA e.3 or CDPH/EHHLB Standard Method V1-1 for VOC emissions of concerns. A complete list of certified products and our product certificates can be found on SCS Global Services website: <a href="http://www.scsglobalservices.com/certified-green-products-guide">http://www.scsglobalservices.com/certified-green-products-guide</a></p> <p>BIFMA Level Certifications: Level 1 and Level 2, conforming to ANSI/BIFMA e3-2014e furniture sustainability standards.</p> <p>GREENGUARD Environmental Institute: GREENGUARD Indoor Air Quality Certification for wood veneer casegoods, laminate casegoods, guest, lounge, and swivel seating collections. GREENGUARD certification deems these products as environmentally friendly for indoor air applications, making a significant contribution to quality indoor air by meeting strict chemical and particle emission guidelines. Office furniture products meeting these allowable emission levels also meet the requirements of LEED credit 4.5 and the BIFMA X7.1 conformance standard.</p> <p>ANSI/BIFMA Furniture Emission Standards: Compliance with IAQ performance standards.</p> <p>Product Design &amp; Development: OFS collaborates with interior and industrial designers to develop innovative furniture that exceeds the functionality requirements of the user while minimizing the amount of materials required for production. This Design for the Environment approach greatly reduces the amount of material required to produce our furniture products, while also incorporating some of the core principles of green building design. Considering functionality, aesthetics, and environmental performance in each product design we are able to satisfy customer demand while offering products that meet strict 3rd party environmental certifications. OFS has also initiated research into Chemicals of Concern avoidance within our furniture products. Following both Government and Non-Government Organizations' determinations of hazardous substances, along with the BIFMA e3 Sustainability Standard's Chemicals of Concern listing, we have initiated work with our supply chain partners to identify potential hazards within the composition of our products. It is the intention of OFS to identify these chemicals, report on any inclusion in our products, and work to replace potential hazards with safer alternatives.</p> |
| 44 | <p>Describe any quality management and environmental system certifications attained by your organization (LEED, Greenguard Indoor Air Quality, ANSI, BIFMA or others).</p>   | <p>Most of our certification information is provided above. OFS Brands prioritizes quality management and environmental responsibility. Examples include: Operating LEED Certified showroom facilities and education facilities on our Cool Springs campus. We use off-fall from manufacturing as biofuel to heat our facilities and we provide documentation proving contribution to LEED credits for customers pursuing certifications.</p>  |

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| 45 | <p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p> | <p>While OFS Brands doesn't hold these certifications, many of our dealer partners do. We have strived to identify them for you and our members by adding a designation in our Dealer List attached.</p> <p>One significant update from our last RFP response is our investment in the creation of a Diversity, Equity, and Inclusion Committee. Formed in 2020 under the guidance of OFS Executive Leadership, the DEI committee was created with the charge to evaluate the company, listen to its people, take action on ways the organization can embrace &amp; improve diversity, and find ways to be more equitable &amp; inclusive. The ultimate mission of this committee is to provide for the betterment of OFS employees, their families, and local communities by building upon the OFS family culture and providing a holistic, professional, and inclusive experience. But we didn't stop there, OFS is the presenting sponsor of IIDA's Design Your World, an education initiative to advance equity in design. The program was created to provide early exposure to the value of design and help bridge the disparities BIPOC students face when determining their education and career path. Oh... and we wrote a book! This heartwarming book shares the mission of IIDA's pipeline program of the same name (Design Your World), which aims to educate and inspire kids to see design as an accessible tool for both life and career and to make a positive impact on the world. A portion of the proceeds from each book directly supports IIDA's Design Your World program. The book is co-authored by our own Maria VanDeman, who is known for advocating for diversity and inclusion in the design profession, and the talented illustrator, Kenize Leon Perry, one of Miami's favorite artists and designers. Check it out! <a href="https://imagineaplace.ofs.com/embed/product/design-your-world">https://imagineaplace.ofs.com/embed/product/design-your-world</a></p>  |
| 46 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>   | <p>OFS Brands delivers a distinct value proposition that resonates with Sourcewell participating entities:</p> <p>Healthcare Focus: Through our Carolina brand, we extend offerings beyond conventional workplace and education settings, delving into senior living and patient care solutions, including dining, waiting areas, recliners, sleepers, overbed tables, behavioral health, and mother/child items.</p> <p>Open Distribution Model: Our "flexible/open" distribution model ensures a vast network of dealers, offering Sourcewell members the flexibility to work with local dealers aligned with their preferences and diversity goals.</p> <p>Logistics Excellence: Our end-to-end ownership of logistics guarantees flawless delivery using our extensive fleet of trucks (and 392 trailers). With a 99.98% damage-free rate and real-time tracking, members receive timely and intact deliveries.</p> <p>Modular Casegoods Expertise: Our Mile Marker modular casework and cabinetry solutions provide versatile options for applications such as healthcare, breakrooms, and dormitory kitchen/breakrooms. With customization, simplicity of installation, and sustainability, Mile Marker redefines modular solutions. Unlike millwork, Mile Marker ships fully assembled, offering simple installation. Components can be easily moved and reconfigured, should needs change. Mile Marker components are engineered to disassemble and reattach. While conventional contractor millwork is guaranteed for 1 year, Mile Marker comes with a limited lifetime warranty. Another benefit is delivery in 6-8 weeks. A full support team is available from specification through installation. Mile Marker lockers are available and can be customized for athletics or general student use. A link to the product website may offer more information: <a href="https://carolina.ofs.com/products/casegoods/cabinetry/mile-marker?search=mile%20marker">https://carolina.ofs.com/products/casegoods/cabinetry/mile-marker?search=mile%20marker</a></p> <p>By presenting these attributes, OFS Brands delivers a unique blend of innovation, sustainability, customization, and logistics excellence, tailored to Sourcewell participating entities' needs.</p> |

**Table 9: Warranty**

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

| Line Item | Question | Response * |
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| 47 | Do your warranties cover all products, parts, and labor?  | <p>Yes! OFS/Carolina will repair or replace without charge, to the original purchaser, any product or part which fails as the result of a defect during the warranty period. With prior approval, OFS reimburses our dealers for labor costs.</p> <p>The OFS warranty is attached but some details follow:</p> <p><b>OUR COMMITMENT TO OUR CUSTOMER</b></p> <p>OFS and Carolina products are manufactured with careful attention to detail and with an on-going commitment to achieve a level of quality that is free of defects in materials and workmanship, given normal use and proper care. In an effort to stand by this philosophy, OFS and Carolina, hereby warrants, to the original purchaser of the product and from the original date of purchase.</p> <p>OFS and Carolina products warrant to 12 years on single-shift applications with exceptions noted below.</p> <p>Carolina products warrant to 12 years on multi-shift applications with exceptions.</p> <p>OFS and Carolina will repair or replace, at our discretion without charge to the original purchaser, any product or part thereof which fails as the result of such a defect during the warranty period. In the event any product has to be returned to the factory for verification of a complaint, it must be pre-authorized by the factory and shipped prepaid along with written information containing the name of the original purchaser, original invoice number, and a copy of the original purchase order. If the product is returned to an authorized dealer for repairs, OFS and Carolina will provide the materials to repair the product free of charge, including transportation cost.</p> <p>Warranty does not cover:</p> <ul style="list-style-type: none"> <li>• Natural variations in color, grain, or texture of wood, leather and other textiles over which OFS and Carolina have no control.</li> <li>• Normal aging and wear of textiles, filling materials and finishes are exempted from this warranty.</li> <li>• Textile color matching, textile puddling, fastness of colors or wearing qualities of any material.</li> <li>• Slight differences in textile color due to supplier dye lot differences on large orders or on repeat orders placed at later dates from the original order.</li> <li>• Labor and service not covered under warranty.</li> <li>• Customer's Own Material (COM/COV/COL) is not covered by the textiles warranty. Any warranty claims for these upholstery materials will fall to the original vendor of the textile. With a broad spectrum of harsh cleaning agents used by facilities, it is recommended that the owner test each textile selection with their specific cleaning methods before ordering.</li> <li>• OFS or Carolina products or components attached in some manner to any other manufacturer's products or components (i.e. OFS conference tops to another manufacturer's base).</li> <li>• Damage caused by a transportation company.</li> <li>• Damage created by loading file drawers with anything other than hanging files.</li> <li>• Freight or other shipping charges on returned product or parts, labor and service.</li> </ul> |
| 48 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?         | <p>No. OFS features single shift warranty while Carolina offers a multi-shift warranty. Most products warrant to 300 pounds but others such as "bariatric" support much higher weights. In cases of any conflict, the following Sourcewell terms apply:</p> <p><b>"WARRANTY.</b> Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity."</p>   |
| 49 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | <p>Dealers, with prior approval, are reimbursed after filing an internal report with OFS Customer Service.</p>  |

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| 50 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | No. OFS provides warranty services throughout the U.S. and Canada through the Dealer servicing the Sourcewell member.   |
| 51 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | There are no other manufacturers featured in our proposal therefore in our case the topic would not apply. We are only proposing products manufactured by OFS.  |
| 52 | What are your proposed exchange and return programs and policies?   | <p>OFS/Carolina will accept any returned merchandise with a signed Return Authorization (RA), issued by our Customer Service department. Returned merchandise must be properly packaged, and cartoned, to prevent any further damage. Any carton(s) must be clearly marked with the identifying RA number to ensure that the proper credit can be issued. Return Authorizations will be considered for the following reasons:</p> <p>Manufacturing defect - which must be inspected by a OFS/Carolina sales representative<br/>           OFS/Carolina order processing error<br/>           Shipping error<br/>           Duplicate orders/shipments<br/>           Mismarked cartons</p> <p>All merchandise must be returned within thirty (30) days of the date of the Return Authorization (RA) to receive credit. Any freight damage, signs of usage, missing parts, etc. will be adjusted on the amount of credit to be issued. Details are found in the attached OFS Warranty.</p>   |
| 53 | Describe any service contract options for the items included in your proposal.  | <p>The OFS contract will include dock delivery, also known as drop ship, with services being added and quoted on a per project basis. OFS will consider amending the contract during the term to reflect ceiling discounts inclusive of services if that option is deemed valuable to the member customers.</p> <p>Inside delivery, and installation (described below) may be quoted and provided on a per project basis. OFS and OFS dealers are happy to support customers who wish to have an alternate or unique service contract based on our Sourcewell contract.</p> <p>Dock/Drop Ship: All deliveries shall be delivered to the site. End-User/buyer is responsible for the unloading, unboxing and assembly. Dealers may receive and unload products at dealer or client dock, but labor to do so, or double handling is not included in the "drop ship" price.</p> <p>Inside Delivery: Services include meeting the truck, unloading and moving furniture to a designated area in the building. Unboxing, debris removal, and assembly will be the responsibility of the client.</p> <p>Installation: Includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plans and specifications. Punch list service and repairs are included.</p> <p>Project Management can be a valuable service. Project Management is primarily performed by the OFS Authorized Dealer with factory support from the OFS family. This service usually includes field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with the purchaser and other contractors, and creation and implementation of a punch list by a project manager.</p> <p>Maintenance Agreement: Members may choose to establish a service agreement that includes routine maintenance to ensure the proper working order of their equipment and to manage any cleaning and warranty concerns.</p> |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question   | Response *  |
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| 54        | Describe your payment terms and accepted payment methods.  | OFS standard payment terms are net 30 from the date of the invoice. OFS accepts Visa, MasterCard, Discover, and American Express. P-card payments are subject to a processing fee that may vary by state.   |
| 55        | Describe any leasing or financing options available for use by educational or governmental entities.   | <p>OFS partners with Peac Solutions to offer flexible financing options, which include:</p> <p>Quick response:<br/>No financials up to \$250,000<br/>Easier and faster than a traditional bank loan<br/>Same-day credit approval</p> <p>Conserve working capital:<br/>Keep your cash on hand<br/>Grow your business without a large cash outlay<br/>Custom-tailored, flexible solutions</p> <p>Financing is custom fit to meet your company needs:<br/>24- to 72-month terms<br/>Various purchase options</p> <p>Convenient tax benefits:<br/>Your purchase could be 100% tax-deductible</p> <p>Bundled financial solutions for total projects:<br/>\$10,000 up to \$1,000,000<br/>Bundle your total project under one affordable payment plan, including furniture, sound masking, art, accessories, installation, and any additional soft costs</p> |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | We offer a "client abstract" that guides members through the details of our contract and how to place orders. This document is designed to be a complete overview of our agreement. In most cases, orders are placed with dealers who in turn place orders with us. The member order will place orders based on their agency and/or the dealer processes. In some cases, the member may only sign and return a proposal, while in other cases a purchase order is required. We ask that all proposals and purchase orders feature our Sourcewell contract number to help ensure proper reporting.   |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?   | Yes. OFS and most dealers accept P-card payments. P-card payments are subject to a processing fee that may vary by state.   |

**Table 11: Pricing and Delivery**

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

| Line Item | Question | Response * |
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| 58 | <p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p> | <p>OFS offers a percentage discount from the catalog model. This aligns with our other contracts including GSA and utilizes the current commercial price list at time of order. See the attached Client Abstract to illustrate the model. We have agreed to simplify the discount structure by offering a simple structure across brands and in order to allow our dealers the greatest flexibility to negotiate local agreements, we have established a negotiable tier which means that the member is guaranteed to receive at least the discount shown but perhaps an enhanced discount based on the size of the order or project. In the existing agreement, we dictated the discount even for larger orders which led some clients to not activate negotiation power.</p> <p>This is a quasi turn-key model in that dealers will quote services to deliver, install or project manage on a per-project basis. This is the most common pricing model and allows market conditions to determine the best labor rates for members based on their location in the country, local labor policies, and other factors. While we believe that this provides the best pricing advantage for members, we would entertain the development of a delivered and installed discount structure if members request it.</p> <p>Master Service Agreements or Local Agreements are available for members who would like to create standardization programs, long range capital plans, or to capture other key performance indicators. Those are available directly with OFS Brands Inc. and may include dealer partners as well.</p>   |
| 59 | <p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>   | <p>OFS Brands Inc. is pleased to offer percentage discounts from current published list prices starting at 54% off the current price lists with a negotiable tier above \$250,000 list price. We are offering Open Plan products at 59% off with a negotiable tier above \$67,500. Because discounts are sometimes a hard thing to quantify, we are now focused on educating our clients that our list prices reflect a significant Design Value, simply said...our product list prices are often much lower than our competitors. For example: When comparing our wood desks we are 21-51% less in list price than our major competitors. To illustrate, using the same typical our list price against a major competitor was as follows: Sample A OFS list price of \$22,918 vs. \$34,594. Sample B OFS list price of \$18,542 vs. \$26,672 and Sample C OFS list price of \$27,740 vs. \$33,692. This results in savings even when discounts vary by 4%.</p> <p>We ran the same example using laminate offices and we were 14-33% less in list price. Sample D shows OFS list price of \$15,224 vs. \$20,181. Sample E OFS list price is \$12,358 vs. \$16,170 and Sample F OFS is \$19,396 vs. \$22,138. Again, a savings even if the discounts varied by several percentage points.</p> <p>In an "open plan" comparison, We tested three typicals against a major competitor. Typical A is \$10,850 vs. \$14,405; Typical B is \$8694 vs. \$11,890 and in Typical C our list price is \$11,831 vs. \$19868 for a range of 33-68% list price variance. In this sample, our list price discount is 59%.</p> <p>In lounge seating we were 32-66% less than a major competitor and on classroom tables we were 2-13% less. Task seating comparisons were similar. If our discount is 54% off we are still less expensive than if our competitors use 54%-58% off. We have examples available upon request.</p> |
| 60 | <p>Describe any quantity or volume discounts or rebate programs that you offer.</p>   | <p>A negotiable tier is shown in the attached pricing document and is designed to offer additional volume discounts on a per-order basis. As mentioned above, we work with members to create Master Service Agreements or Local Agreements for members who may expand their negotiation power by capturing long range capital plans. We work with the member to determine whether to deploy a day-one discount for committed volume or a rebate model when spend is anticipated but not guaranteed. Those are available directly with OFS Brands Inc. and may include dealer partners as well.</p>  |

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| 61 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | OFS would use the same method that we use with other commercial or contract customers. The most common method is through the dealer who works with the member to determine the unique requirement. The dealer or OFS representative would submit it to our Customer Service department to determine if we can produce the item as a "special or modified item". If the product can be engineered and produced by OFS we prepare a quote that features a "list price" value that would then have the contract discount applied to yield a "sell price". The product would be considered "on contract". If the customer wants to purchase products from more than one manufacturer who each have cooperative contracts, we will allow the dealer to submit one quote to the member, clearly identifying which products are featured on which contracts (ie. two Sourcewell contracts). The dealer would then submit individual purchase orders to each contract holding manufacturer (OFS and another perhaps) and can then provide the customer with one comprehensive invoice. |
| 62 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | This policy has not changed from our current agreement. The proposal submitted reflects specification, production, and freight of product within the Continental U.S. The current OFS proposal does not include inside delivery, set-up, installation or taxes. Those and other services would be quoted through a dealer. Additionally, Canadian customers may be impacted by GAT, additional in-country freight costs, and conversion of the US to Canadian dollars. Members outside CONUS may incur additional freight costs to the final destination.  |
| 63 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | This policy has not changed from our existing agreement. All shipments are F.O.B. point of shipment, freight prepaid and allowed, excluding surcharges. Shipments outside of the Continental United States are freight prepaid and allowed to the port of exit. OFS and Carolina reserve the right to select the most appropriate carrier and routing on all shipments; however, we will try to accommodate requests for Sourcewell Member's preferred carrier. OFS and Carolina reserve the right to implement a surcharge unless specifically excluded in this contract. OFS will waive the customary small order fee for Sourcewell members. Any charges arising from failure to receive a shipment, weekend deliveries, rerouting while in transit or carrier storage charges are not included in prices shown. Orders requiring special services are subject to an additional charge.   |
| 64 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipments outside the Continental United States, including Alaska and Hawaii, are freight prepaid and allowed to the port of exit. Our Authorized Dealers will work with Sourcewell Members to facilitate delivery from the port of exit to the member's final offshore destination or Canada and will provide a quote.<br><br>Delivery terms to Canada locations are as follows: Discounts for product reflect current US Price Lists. Pricing for Canadian members would feature the same discount structure off of current USD price list as shown in the contract. Members would add 5% GST Tax to Net as well as a brokerage fee of \$7.50 or going rate per product line. Standard published lead times are from the time of order to shipment. Normal transit time to the port of exit adds 10 days to Western Canada and 5 days to Eastern Canada via OFS/Styline truck. Note: Order may be received and paid in U.S. Dollars. If a member chooses to enter an order in CAD the posted exchange rate at the time of order would be added. Usually, that rate is 1.3.   |

|    |  |   |   |
|----|--|---|---|
| 65 | <p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p> | <p>Our standard lead times are published on our website and are often 4-6 weeks from time of clear order. We also offer a 12 days "delivered" Quickship Program.</p> <p>Styline Logistics, a division of OFS Brands Inc. may be the only furniture manufacturer that uses its own fleet of trucks and company employed drivers to deliver products to our customers. Owning our logistics network allows us to take responsibility for every step along the way. We operate a fleet of 392 trailers to ensure a flawless delivery process with no hassles for our clients. We have less than .002% damage rate and our online tracking system guarantees an exact delivery time. Additionally, our Customer Service Department contacts the customer prior to shipment and arranges a delivery appointment. Our trucks are equipped with GPS and our dispatch center in High Point, NC monitors their position throughout the day to ensure that the deliveries are made at the scheduled time.</p> <p>Emergency or rush deliveries will be fulfilled on a case by case basis, depending on the availability of parts and upholstery selections. Special handling requirements may be subject to additional delivery charges.</p> | * |
|----|--|---|---|

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments |
|-----------|---|----------|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. |          |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | <p>When orders are received, prior to being entered, our Order Management department reviews each order to ensure that it complies with the documentation requirements and pricing, before accepting and processing the order. A member may email OFS at Sourcewell@ofs.com to request a review of their pricing to ensure accuracy, at any time. Anna McClelland, VP of Specialty Markets, will participate in the quarterly contract business review meetings and will be prepared to discuss the sales volume, general activity, key wins or losses, and how our two organizations, working together, can continue to market and grow sales.</p> <p>Additionally, Anna McClelland will be prepared to discuss any pertinent quality issues, market trends, new product introductions, website updates, dealer changes, and general business discussions.</p> <p>Andrea Whitworth, the Contract Administrator, will provide detailed usage reports, along with managing the administrative fees in accordance with the terms and conditions of the awarded contract. To ensure accuracy, all calculations are reviewed by the OFS finance department. We would like to mention that Andrea has consistently provided on-time reporting throughout our existing contract.</p> |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | <p>OFS will track and monitor contract sales on a daily basis, as well as monthly, we will track sales, maintaining a sales chart to show contract growth and usage. OFS is able to tell which areas of the country, and dealers, are actively using the contract in order to adjust our sales efforts towards areas that have not shown growth. This may be through direct marketing efforts to members and/or through the education of our sales force. Additionally, we will poll customers attending industry events to determine their awareness and preferences in order to adjust our efforts accordingly.</p> <p>Our best metric will be through communication with Sourcewell, ensuring we are meeting and exceeding member's expectations.</p>   |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)   | <p>OFS agrees to pay an Administrative Fee equal to 1% of the total quarterly net product sales. Contract sales activity reports and administrative fee payments will be processed and paid in accordance with the terms and conditions of the awarded contract.</p>   |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |   |
|----|---|---|
| 70 | <p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>                          | <p>To attempt to illustrate our broad product offering, we are attaching Product Lookbooks and Seating Overviews as well as a product/solution matrix.</p> <p><b>Description of Equipment, Products, and Services Offered:</b><br/>At OFS, our commitment lies in creating products that cater to the fundamental human needs of Connect, Discover, Focus, and Restore. Our product offerings encapsulate this philosophy, designed to elevate the spaces they occupy and meet the diverse requirements of our clients.</p> <p><b>Design Philosophy and Product Categories:</b><br/>Our design approach is rooted in authenticity and purpose. Rather than conforming to industry trends, we derive our designs from meaningful conversations and keen observations of people's needs within their environments. Each piece we craft carries a unique value proposition. Our manufacturing takes place within U.S. facilities across Indiana, North Carolina, and Kentucky, ensuring the highest quality standards.</p> <p>We often discuss our product offering by applications and the context they serve rather than the individual pieces. These contexts include shared spaces fostering collaboration, height-adjustable solutions, dynamic community areas such as multipurpose zones, dining spaces, and student unions, personal spaces found in residence halls, semi-private workstations, private offices, versatile meeting and conference spaces, open workstations, inviting spaces like lobbies and lounges, space division solutions, technology-integrated training areas, and enriching learning environments encompassing labs, studios, maker spaces, libraries, and media zones.</p> <p><b>Product Categories:</b><br/>Our product categories span a wide range to address various needs:<br/>Desks: We offer both modular and casegoods desks, catering to flexibility and functionality.<br/>Chairs and Seating: Our seating solutions encompass folding, stackable, flip, task, executive, meeting, dining, benches, and stools, ensuring comfort and adaptability.<br/>Tables: Our diverse table offerings include stationary, mobile, flipping, nesting, powered, and height-adjustable options, suited for various purposes including meetings and training sessions.<br/>Modular Walls: Our space division solutions provide the necessary privacy and delineation within open environments.<br/>Cabinets: Our modular millwork cabinets serve as versatile storage solutions for offices, meeting spaces, and collaborative areas<br/>Phone booths: to provide privacy wherever it is needed and easily moveable as needs change<br/>Residential Hall Furnishings: Tailored lounge areas, tables, seating, and specialized sport tables are designed to enhance residential spaces.</p> <p><b>Complimentary Offerings</b><br/>In addition to our core product categories, we provide a range of complementary offerings to enhance workspaces:<br/>Office-Related Storage: Efficient and aesthetic storage solutions designed to accommodate diverse needs.<br/>Technology-Integrated Solutions: Seamlessly integrating technology to empower modern work environments.<br/>Accessories: Thoughtfully curated accessories to personalize and optimize spaces.<br/>Lighting: Illumination solutions that balance functionality and aesthetics.</p> <p><b>Related Services</b><br/>Authorized dealers provide an array of services to ensure seamless integration and maintenance of our products:<br/>Rental: Flexible rental options to meet short-term needs.<br/>Design: Expert design consultation to tailor solutions to specific requirements.<br/>Installation and Assembly: Professional installation and assembly services for optimal setup.<br/>Safety Inspection: Regular safety assessments to ensure user well-being.<br/>Repair and Refurbishment: Timely repair and refurbishment services to extend product life.<br/>Renovation: Comprehensive renovation solutions to refresh spaces.<br/>Reupholstery/Refinish: Renewing upholstery and refinishing services for a fresh look.<br/>Recycling Services: Environmentally conscious recycling services to promote sustainability.</p> <p>For a detailed overview of our products and solutions, please refer to the attached product/solution matrix.</p> |
| 71 | <p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> | <p>To best illustrate our subcategories and additional categories, please refer to the Products Solutions and Services matrix attached. Thank you for considering OFS as your partner in creating inspiring and functional spaces. We look forward to collaborating with you.</p>   |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments   |
|-----------|---|--|--|
| 72        | Desks and workstations (stationary, sit-to-stand, control and dispatch consoles, charging stations) | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | We offer a comprehensive range of desks and workstations tailored to various needs. Our offerings include stationary and modular desks, sit-to-stand solutions promoting ergonomic well-being, and freestanding charging stations that integrate seamlessly into workspace configurations. |
| 73        | Chairs  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our portfolio includes an array of chairs designed for comfort, functionality, and aesthetics. From task chairs to executive seating, our offerings cater to diverse preferences, aesthetics, and workspace requirements.  |
| 74        | Tables  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | We provide an extensive selection of tables designed for different settings and purposes. Whether stationary or mobile, casual to formal, board room to end tables, our tables offer both practicality and design sophistication.  |
| 75        | Modular and demountable walls   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | While we do not offer demountable walls, our range encompasses soft architecture which results in space defining modular walls, enclaves and phone booths that enable flexible space division, privacy, and adaptability. These solutions cater to evolving workspace needs.               |
| 76        | Cubicles  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | We offer cubicles designed to foster focused work and collaboration, ensuring an optimal balance between privacy and openness. Our primary product solutions is Staks which is modular and is used in both open plan and offices extending the flexibility.                                |
| 77        | Patio or outdoor  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | We extend our expertise to outdoor spaces, providing patio and outdoor furniture solutions of tables and chairs that merge comfort and durability to create inviting environments.   |
| 78        | Seating (benches, fixed stools, ottomans, integrated power systems)                                 | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our seating offerings span benches, fixed stools, ottomans, including integrated power systems, enhancing both comfort and connectivity. Additionally we offer solutions for healthcare, office, residence hall, meditation spaces and more.   |

|    |   |  |  |   |
|----|---|--|--|---|
| 79 | Casegoods   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our casegoods offerings provide durable and functional desk and storage solutions that complement various office environments. We offer both modular and casegoods that ship pre-assembled for ease of placement and assembly. Finishes include veneer, laminate and other complementary materials.  | * |
| 80 | Residential hall furnishings  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | We offer residential hall furnishings, curating inviting spaces with lounge areas, tables, seating, desks, and sports tables.  | * |
| 81 | Related services including rental, design, space planning, installation, assembly, safety inspection, repair, renovation, refurbishment, re-manufacture, retrofit or recycling services to the offering above; and  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Indeed, our authorized dealers offer a comprehensive suite of related services to ensure seamless integration, maintenance, and enhancement of our offerings. From design to recycling, we're committed to supporting our clients throughout the lifecycle of our products. Services include rental, design, installation, assembly, safety inspection, repair, renovation, refurbishment, reupholstery/refinish, and recycling services. A product/solution matrix is found as an attachment. | * |
| 82 | Proposers may also include related storage and technology integrated furniture solutions, ergonomic solutions and accessories, workspace systems and accessories to the extent that the offering is ancillary or complementary to an offering of Furniture Solutions as described in Lines 72-81 above. | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | We welcome the inclusion of complementary solutions that align with our core offerings. Proposers can explore related storage, technology-integrated furniture, ergonomic solutions, accessories, and workspace systems that enhance the overall experience and functionality of the workspace.  | * |

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 83. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

| Do you have exceptions or modifications to propose? | Acknowledgement *  |
|---|--|
|   | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |

## Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - OFS Brands Inc. Proposed Pricing.pdf - Thursday September 07, 2023 10:32:17
- [Financial Strength and Stability](#) - Letter of financial strength July 2023.pdf - Thursday September 07, 2023 10:35:17
- [Marketing Plan/Samples](#) - OFS Marketing Plan-Samples.zip - Friday September 08, 2023 07:17:40
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE Attachment\_ OFS Brands Inc\_Authorized Dealer List.pdf - Thursday September 07, 2023 10:49:31
- [Warranty Information](#) - OFS\_Warranty\_0.pdf - Tuesday August 29, 2023 13:23:55
- [Standard Transaction Document Samples](#) - Sample OFS\_Sourcewell\_ClientAbstract Aug.2023.pdf - Thursday September 07, 2023 10:40:59
- Requested Exceptions (optional)
- [Upload Additional Document](#) - OFS Additional Documents.zip - Monday September 11, 2023 15:31:32

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <a href="#">Addendum_4_Furniture_Solutions _RFP_091423</a><br>Tue September 5 2023 03:34 PM | <input checked="" type="checkbox"/>                                | 2     |
| <a href="#">Addendum_3_Furniture_Solutions _RFP_091423</a><br>Thu August 31 2023 12:47 PM   | <input checked="" type="checkbox"/>                                | 5     |
| <a href="#">Addendum_2_Furniture_Solutions _RFP_091423</a><br>Tue August 29 2023 02:17 PM   | <input checked="" type="checkbox"/>                                | 2     |
| <a href="#">Addendum_1_Furniture_Solutions _RFP_091423</a><br>Fri August 18 2023 11:06 AM   | <input checked="" type="checkbox"/>                                | 2     |

**AMENDMENT #1**  
**TO**  
**SOURCEWELL CONTRACT #091423-OFS**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **OFS Brands, Inc.** (Supplier).

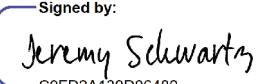
Sourcewell entered into a contract, 091423-OFS, with Supplier to provide Furniture Solutions with Related Accessories and Services, effective November 29, 2023, through December 4, 2027 (Contract).

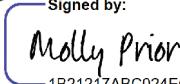
Supplier has requested to modify the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

Article 18, Insurance of the Contract is amended to delete in its entirety section A. Requirements, 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.

Except as amended, the Contract remains in full force and effect.

**Sourcewell**  
Signed by:  
  
By: Jeremy Schwartz  
Jeremy Schwartz  
Chief Operating and Procurement Officer  
Date: 9/30/2025 | 9:03 PM CDT

**OFS Brands, Inc**  
Signed by:  
  
By: Molly Prior  
Molly Prior  
SVP Sales + Customer Experience  
Date: 10/10/2025 | 11:53 AM CDT