

AEPA Solicitation Checklist

Proposal: _____

Awarded Vendor(s): _____

Award Date: _____ **Contract Number:** _____

- Copy of Public Notice
- Copy of Bid Specifications
- Opening Record/List of Bids Received
- Copy of Bids Received
- Recommendation for New Contracts
- Tally Sheets with Notes/Executive Summary
- Copy of Signed Contract(s)

AFFIDAVIT OF PUBLICATION



STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 07/20/2021	COOPERATIVE PURCHASING CONNECTION	1000337556	395844
StarTribune 07/27/2021	COOPERATIVE PURCHASING CONNECTION	1000337556	395844

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$380.80**

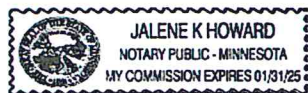
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 07/27/2021

Jalene K. Howard



Notary Public

CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233

Cooperative Purchasing Network

N/A

Advertiser: 0000395844-01

Agency: N/A

Ad Number: 0000395844-01

Insertion Number: N/A

Size: 1 Col x 2.92 in

Color Type: 0

D-3-All

Section-Page-Zone(s):

Notice to Vendors Solicitation

General Policies
Review your ad on the first day of publication. If there are mistakes, notify us immediately. We will make changes to your ad and adjust your bill, but only if you receive notice on the first day the ad is published. We limit liability in this way, and we do not accept liability for any errors or omissions in or from our ads. All ads must be approved by the newspaper. We are not responsible for the truthfulness or content of the ad. Advertising is also subject to credit approval.

Proposals for Bids
NOTICE TO VENDORS
Sealed solicitations will be received by the Association of Educational Purchasing Agents (AEP) on behalf of its 29 State Member Agencies until:
1:00 p.m. ET, September 14, 2021.
Bids received after this time will not be opened. Items for bid include: LED Lighting, LED Event Seating & Staging Solutions, LED Technology Catalog, RFPs, LED Health & Wellness, LED Audio Visual/DAAS Products and Solutions Catalog.

All responses shall be submitted online via Public Purchase by the date and time listed in the AEP documents can be downloaded at no cost after the date of public purchase at www.aepurchasing.com. Notice to Vendors must be able to provide their proposed products and services list up to 29 states.

Solicitations will be publicly opened after 1:00 p.m. ET on September 14, 2021, at Lakes County Service Cooperative, 1001 E. Mt. Fair, Fergus Falls, MN 56501. An opening record will be posted to ASPACOR.org.

170 Business for Sale
AWARD WINNING WINERY AND VINEYARD FOR SALE DEVELOPING THE MESSERSHIP RIVER IN WIS. 26-100 acres with 18 of those an established vineyard. Tasting room, retail, winery, house, 2 storage buildings. Open to residential. Asking \$1,750,000. 715-995-2511

324 Collectibles
Always buying Sports card collections, magazines, sets, we buy! Will buy everything! 612-555-0666

371 Jewelry & Precious Metals
WE BUY IT ALL AS YES IN BUSINESS PATHWAYS (not a check) for gold & silver jewelry, sterling flatware, coins, diamonds, dental gold, etc. WE MAKE HOUSE CALLS! We are located in the Twin Cities. We buy everything! 612-555-0666

391 Tickets
2 VIKINGS SEASON TICKETS, \$4,900. License additional \$0.50. VENDOR. ALPACOR.org

395 Misc. For Sale & Wanted
FREEM WANTED: We pay \$\$\$ for cylinders and cans of R12, R22, R134, R410, R407, R135, R152, R153, R154, R155, R156, R157, R158, R159, R160, R161, R162, R163, R164, R165, R166, R167, R168, R169, R170, R171, R172, R173, R174, R175, R176, R177, R178, R179, R180, R181, R182, R183, R184, R185, R186, R187, R188, R189, R190, R191, R192, R193, R194, R195, R196, R197, R198, R199, R200, R201, R202, R203, R204, R205, R206, R207, R208, R209, R210, R211, R212, R213, R214, R215, R216, R217, R218, R219, R220, R221, R222, R223, R224, R225, R226, R227, R228, R229, R230, R231, R232, R233, R234, R235, R236, R237, R238, R239, R240, R241, R242, R243, R244, R245, R246, R247, R248, R249, R250, R251, R252, R253, R254, R255, R256, R257, R258, R259, R260, R261, R262, R263, R264, R265, R266, R267, R268, R269, R270, R271, R272, R273, R274, R275, R276, R277, R278, R279, R280, R281, R282, R283, R284, R285, R286, R287, R288, R289, R290, R291, R292, R293, R294, R295, R296, R297, R298, R299, R300, R301, R302, R303, 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Argus Leader

P.O. Box 677349, Dallas, TX 75267-7349

LAKES COUNTRY SERVICE COOPERAT
1001 E MOUNT FAITH AVE
FERGUS FALLS, MN 56537

Account No.: SFA-0000000483

Ad No.: 0004811918

PO #: 9/14 Auction

Lines : 39

Ad Total: \$28.10

This is not an invoice

of Affidavits 1

Account No.: SFA-0000000483

Ad No.: 0004811918

Argus Leader AFFIDAVIT OF PUBLICATION

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

I being duly sworn, says: That The Argus Leader is, and during all the times hereinafter mentioned was, a daily legal newspaper published at Sioux Falls, Minnehaha County, South Dakota; that affiant is and during all of said times, was an employee of the publisher of such newspaper and has personal knowledge of the facts stated in this affidavit; that the notice, order or advertisement, a printed copy of which is hereto attached, was published in said newspaper upon

Tuesday, July 20, 2021

Tuesday, July 27, 2021

Sworn to and subscribed before me this 27 day of July, 2021.

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My Commission expires

VICKY FELTY
Notary Public
State of Wisconsin

Notice to Vendors

Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 29 State Member Agencies until:

1:30 p.m. ET, September 14, 2021

Bid: 022-A Furniture, 022-C Institutional Kitchen Equipment, 022-E LED Lighting, 022-F Event Seating & Staging Solutions, 022-G Technology Catalog. RFPs: 022-B Health & Wellness, 022-D Audio Visual/Class Products and Solutions Catalog

All responses shall be submitted online via Public Purchase by the due date and time listed above. AEPA documents can be downloaded at no cost after registering on Public Purchase at www.publicpurchase.com. Note that Vendors must be able to provide their proposed products and services in up to 29 states.

Solicitations will be publicly opened after 1:30 p.m. ET on September 14, 2021, at Lakes Country Service Cooperative, 1001 E Mt. Faith, Fergus Falls, MN 56537. An opening record will be posted to AEPACoop.org.

4811918 July 20, 27, 2021

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

ss.

COUNTY OF CASS

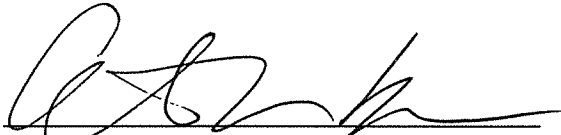
Elisabeth Beam, *The Forum*, being duly sworn,
states as follows:

1. I am the designated agent of The Forum, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.

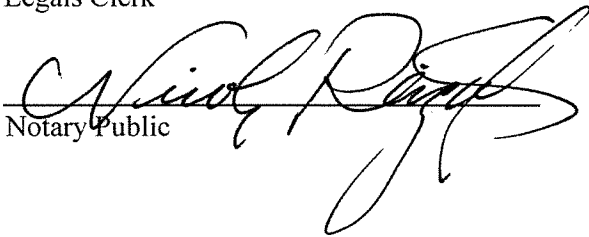
2. The newspaper listed on the exhibit published the advertisement of: ***Legal Notice; (2) time: July 21 and July 28, 2021***, as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 28th day of July, 2021.

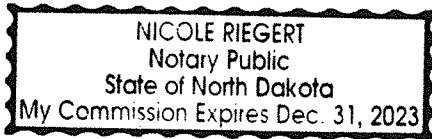


Legalis Clerk



Notary Public

Notice to Vendors
Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPAC) on behalf of its 29 State Member Agencies until:
1:30 p.m. ET, September 14, 2021
Bid: 022-A Furniture, 022-C Institutional Kitchen Equipment, 022-E LED Lighting, 022-F Event Seating & Staging Solutions, 022-G Technology Catalog. RFPs: 022-B Health & Wellness, 022-D Audio Visual/Daas Products and Solutions Catalog
All responses shall be submitted online via Public Purchase by the due date and time listed above. AEPAC documents can be downloaded at no cost after registering on Public Purchase at www.publicpurchase.com. Note that Vendors must be able to provide their proposed products and services in up to 29 states. Solicitations will be publicly opened after 1:30 p.m. ET on September 14, 2021, at Lakes Country Service Cooperative, 1001 E Mt. Faith, Fergus Falls, MN 56537. An opening record will be posted to AEPAC OP.org.
(July 21 & 28, 2021) 2895869



*** Proof of Publication ***

State of North Dakota)
County of Burleigh) SS:

Before me, a Notary Public for the State of North Dakota personally

appeared Jill Lindsay who being duly sworn, deposes and says that he (she) is the Clerk of Bismarck Tribune Co., and that the publication(s) were made through the

Bismarck Tribune on the following dates:

7/20 & 27/2021

Signed Jill Lindsay

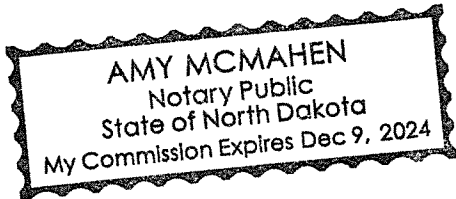
LAKES COUNTRY SERVICE COOP
Lori Mittelstadt
1001 E MOUNT FAITH
FERGUS FALLS MN 56537

ORDER NUMBER 30802

Sworn and subscribed to before me this 27th day of

July 2021

Amy McMahon
Notary Public in and for the State of North Dakota



Notice to Vendors
Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 29 State Member Agencies until:
1:30 p.m. ET, September 14, 2021
Bid: 022-A Furniture, 022-C Institutional Kitchen Equipment, 022-E LED Lighting, 022-F Event Seating & Staging Solutions, 022-G Technology Catalog, RFPs: 022-B Health & Wellness, 022-D Audio Visual/Daas Products and Solutions Catalog
All responses shall be submitted online via Public Purchase by the due date and time listed above. AEPA documents can be downloaded at no cost after registering on Public Purchase at www.publicpurchase.com. Note that Vendors must be able to provide their proposed products and services in up to 29 states.
Solicitations will be publicly opened after 1:30 p.m. ET on September 14, 2021, at Lakes Country Service Cooperative, 1001 E Mt. Faith, Fergus Falls, MN 56537. An opening record will be posted to AEPACoop.org.
7/20 & 27 - 30802

Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 07/20/2021, 07/27/2021

TOTAL AD COST: 64.96
FILED ON: 7/27/2021

From: [Public Purchase](#)
To: [Jane Eastes](#)
Cc: [Ed M Pabor](#); [Ken Swink](#); tamra.hurst@email.sparcc.org; [Anna Marie Andrew](#); [George Wilson](#); [Pickens, Andrew](#); [Dave Puyear](#); [Tina Smith](#); [Lisa Truax](#); [Melissa Mattson](#)
Subject: [External]Release Successful on Bid IFB #022-A - Furniture
Date: Tuesday, July 20, 2021 2:31:01 PM

Jane Eastes:

Bid "IFB #022-A - Furniture"
Status: Release Successful on Jul 20, 2021 1:30:48 PM MDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=145509>

If you have any questions regarding this bid, please contact our Customer Support Staff at agency-support@publicpurchase.com

Thank you for using Public Purchase.

MK= BK2/uIFte8ayz9giBh1k4g==

**PART A -
Instructions and General Terms and Conditions
AEPA SOLICITATION #022**

Notice to Respondents

Solicitation offers will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

September 14, 2021, at 1:30 p.m. ET

For Solicitations: Bids: 022-A Furniture, 022-C Institutional Kitchen Equipment, 022-E LED Lighting, 022-F Event Seating & Staging Solutions, 022-G Technology Catalog. RFP: 022-B Health & Wellness

Each package consists of multiple parts:

- Part A – Terms and Conditions**
- Part B – Technical Specifications**
- Part C – Member Agency (State) Terms and Conditions**
- Part D – Questionnaire**
- Part E – Signature Forms**
- Part F – Discount & Pricing Workbook**

All offers shall be submitted online via the Public Purchase website by the due date and time listed above. AEPA solicitation documents can be downloaded after registering, at no cost, on Public Purchase at www.publicpurchase.com.

AEPA and/or the respective Member Agencies reserve the right to reject any or all offers in whole or in part; to waive any formalities or irregularities in any offers, and to accept the offers, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Note that Respondents must be able to provide their proposed products and services in up to 29 states including California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Note that not all states participate in each solicitation. The complete list of participating states is found in Part B for each category.

Solicitations will be opened, and an opening record will be posted to Public Purchase. Solicitations will be opened online on **September 14, 2021, at 1:30 p.m. ET**

Bid & Contract Timeline:

July 20, 2021	Release of IFBs/RFP
August 12, 2021	Pre-Solicitation Conference Call (optional)
August 26, 2021	Deadline for questions from Respondents
September 14, 2021	Deadline for Submittals and Reading via Public Purchase
September 20, 2021	Opening Record posted on the AEPA website, www.aepacoop.org
November 29 – December 1, 2021	AEPA Approval of Offers
December 6, 2021	Vendor Partners submit required documentation to AEPA Agencies
March 1, 2022 – February 28, 2023	Initial contract term–See Term of Contract and Extensions in General Terms & Conditions. Annual contract renewal dates subject to approval by AEPA

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I. About AEPA

Welcome to The Association of Educational Purchasing Agencies (AEPA) annual solicitation. AEPA is a unique school procurement consortium established in 2000 and incorporated in 2007 under the state laws of Nevada. We are a consortium of non-profit public agencies representing twenty-nine (29) states. We joined to issue simultaneous Invitations for Bids (IFB), or Request for Proposals (RFP), generating sales for vendor partners in all fifty (50) states. AEPA’s mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goal is to secure multi-state volume purchasing contracts with benefits for our public members that are measurable, cost-effective, and exceed members’ expectations for customer service and value. AEPA is committed to accomplishing this mission lawfully and ethically, using leading-edge technology and contemporary business practices.

The advantage for vendors to work with AEPA is that you respond to one bid or proposal that is legally performed across as many as 29 states, which have the potential to sell nationwide. You are working with up to 29 agencies with a long and trusted history with their public membership. Through our partnerships, AEPA vendors have access to thousands of public agencies across the country. We are a multi-million-dollar procurement group through our current awarded vendors and are growing.

AEPA designates one Member Agency per state that is operating legally under the rules and regulations of that state. Any additional agencies that wish to participate will negotiate with the authorized Member Agency and participate through them in a manner in which they mutually agree is not in conflict with AEPA procedures. The Member Agency will be the only agency allowed to represent that state at AEPA and will be the only communication link between AEPA and that state.

Each Member Agency, along with the awarded Vendor Partner, represents, supports, and promotes the AEPA contracts within their respective state. While the consortium was initially created to support educational entities, the Member Agency for each state determines which public entities (higher educational institutions, cities, counties, townships, states, etc.) can utilize the competitively solicited contracts (see the Summary of State Participation by Solicitation Category Table). Participating

entities may include Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies, and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

AEPA has an elected President, Vice President, Secretary, and Treasurer. Operations are overseen by the Executive Director. The AEPA Board representing member states meets twice per year and operates otherwise through a sophisticated committee structure.

AEPA Member Agency Information

State	Member Agency Name	Contact	Email	Students
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	twitt@epylon.com	6,000,000
Colorado	Colorado BOCES Association	Ed Vandertook	vandertook@earthlink.net	889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	538,000
Florida	Panhandle Area Education Consortium	Larche Hardy	larche.hardy@paec.org	2,700,000
Georgia	Cooperative Purchasing Agency	Kevin Benson	kbenson@cpa4schools.com	1,600,000
Indiana	Wilson Education Center	Pam Clover	pclover@wesc.k12.in.us	1,046,026
Illinois	Illinois Learning Technology Purchase Program	Hope Hardin-Borbely	hhardinborbely@iltpp.org	2,001,548
Iowa	AEA Purchasing	Joni Puffett	joni@aeapurchasing.org	510,010
Kansas	Southeast Kansas Education Service Center	Tina Smith	tina.smith@greenbush.org	468,510
Kentucky	Green River Regional Educational Cooperative	Scott Howard	scott.howard@grrec.org	675,000
Massachusetts	The Education Cooperative	Joan Preble	jpreble@tec-coop.org	955,739
Michigan	Oakland Schools	Anna Marie Hollander	AnnaMarie.Hollander@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Melissa Mattson	mmattson@lscs.org	842,932
Missouri	EducationPlus	Steve Griggs	sgriggs@edplus.org	885,204
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	ESU Coordinating Council (ESUCC)	Craig Peterson	craig.peterson@esucc.org	325,000
New Jersey	Educational Services of New Jersey	Pat Moran	pmoran@escnj.us	1,369,000
New Mexico	Cooperative Educational Services	Gustavo Rossell	gustavo@ced.org	338,307
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lscs.org	106,863
Ohio	Ohio Council of Educational Purchasing Consortium	Tamra Hurst	tamra.hurst@apps.sparcc.org	1,700,000
Oregon	Intermountain ESD	Rob Naughton	rob.naughton@imesd.k12.or.us	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Mark Carollo	mcarollo@csui.org	5,700,000
South Carolina	Carolinas Alliance 4 Innovation (CA4I)	Fred Payne	fred.payne@ca4i.org	787,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	5,232,065
Virginia	Fairfax County Public Schools	Michelle Pratt	MRPratt@fcps.edu	1,249,000
Washington	King County Directors Association	Dave Mahalko	dmahalko@kcda.org	1,000,000
West Virginia	Mountain State Educational Services Cooperative	Jan Hanlon	jhanlon@k12.wv.us	299,899
Wisconsin	Cooperative Educational Service Agency (CESA) #2	Jane Wynn	jane.wynn@cesapurchasing.org	873,000

Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Nita Werner	nwerner@newboces.com	91,000
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II. Solicitation Procedures

A. Issuing Agency

The great benefit to the Vendor is that one response may be prepared for approval by AEPA and awarded by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Solicitations may be issued as an IFB or an RFP depending on the category of goods/services being solicited. Respondents to a solicitation will submit their response in the required formats (PDF, Word, Excel) of all files requested along with complete catalogs via Public Purchase, a free online bidding platform, by the published due date and time. Respondents selected in response to this solicitation have the potential to provide products and services to local education agencies serving over 36,000,000 (excludes non-represented AEPA states) students, with additional local government agencies as permitted by state law.

Each AEPA Member Agency will individually publish notice of the solicitation. Respondents will submit responses online, electronically via Public Purchase (www.publicpurchase.com). Instructions on registering for AEPA solicitations on Public Purchase can be found on the AEPA website, www.aepacoop.org. Responses will be evaluated by solicitation category committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.

The procurement activities of AEPA are limited to document preparation, distribution of the solicitation, initial evaluation, and recommendation for possible approval to AEPA Member Agencies. AEPA consists of agency officials who have agreed to assist one another in meeting the public purchasing needs of local school districts and other political subdivisions.

Contracts awarded through cooperative purchasing must meet the procurement laws of the states of each AEPA Member Agency. When these laws are satisfied, an individual entity using these contracts is deemed in compliance with competitive procurement regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own solicitation, Request for Proposal (RFP), or Request for Quotations (RFQ). This saves the entity time and allows for economical and efficient purchasing.

AEPA requires that Respondents only respond if they can offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume. State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the solicitation, open each response, evaluate, and select). Money is saved in procurement cost and lower prices will be the result of volume purchasing. Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own solicitation, a cooperatively solicited contract may not be attractive to these members. **We request that Respondents respond with advantageous pricing and package so that together we can attract members to prefer the cooperatively awarded contract.**

The AEPA policy for membership permits new agencies to become AEPA Member Agencies upon approval of existing members. If additional Agencies are added, they and their members may procure from existing contracts upon approval of the awarded Vendor Partners and in accordance with their state laws.

B. Questions

All questions from Respondents must be submitted online through Public Purchase, AEPA will not accept questions in any other format during the solicitation process. All questions received during the solicitation process will be available via Public Purchase. All Respondents will be automatically notified through email when AEPA responds to a question asked by a potential respondent. It is the Respondent's responsibility to check Public Purchase for any questions and answers before the deadline. Questions received after the question deadline date will not be answered.

Should AEPA issue addenda during the solicitation process, all Respondents will be automatically notified through email of the released addenda. AEPA is not responsible for Respondents not acknowledging the issued addenda and not submitting a response according to those changes.

Questions regarding this solicitation after Opening, but before the approval of the contract, should be submitted to questions@aepacoop.org.

Questions regarding this solicitation after Notification of Approval should be submitted to bid-committee@aepacoop.org.

C. Respondent Qualifications

An essential part of the solicitation process is an evaluation to qualify the company being considered. All solicitations must contain answers, responses, and/or documentation to the information requested in the documents. Any Respondent failing to provide the required information/ documentation may be considered non-responsive, this includes submitting a response not in the proper format.

Respondents must demonstrate their ability, capacity, and available resources to provide the proposed products and services to 90% of the AEPA Member Agencies indicating an interest in participating in the categories being solicited unless otherwise noted in Part B – Technical Specifications of the category being solicited. The Respondents are required to communicate and demonstrate within their response they have extensive knowledge, background, and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining, and/or supporting the product lines of products, equipment, services, or software offered. AEPA and/or its Member Agencies reserve the right to accept or reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

D. Bid/Proposal Security

If required, bids or proposals shall be accompanied by a satisfactory security bond. **This will vary by the goods/services requested and will be noted in Part B, Technical Specifications for that category.**

If a security bond is required, a hard copy of the security must be in the actual possession of AEPA at Lakes Country Service Cooperative, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537, on or before, the exact due date and time and a copy must be submitted via Public Purchase. Original copies of the security must be submitted in a sealed envelope properly addressed to the Association of Educational Purchasing Agencies, with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.

An acceptable bid/proposal security will have the principal being the Respondent and the Association of Educational Purchasing Agencies listed as the Agency of Record. The Security may be a one-time bond underwritten by a surety company licensed to issue bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC

financial institution. The security bond shall remain in force for one hundred twenty (120) days of the solicitation opening.

E. Solicitation Submittal

1. Preparation of the Response

- a. The solicitation is published in multiple parts.
 - i. Part A contains the general terms and conditions that apply to all solicitations.
 - ii. Part B is the technical specifications or proposal request for the individual commodity or service requested.
 - iii. Part C includes specific state terms and conditions. This is where you will find information about each AEPA state member and any specific procurement rules of each state.
 - iv. Part D, E, and F are to be filled out in their entirety and submitted online via Public Purchase in their required formats with the Respondent's offer. Some categories may contain additional Parts or Forms. All Forms must be uploaded before the published solicitation due date and time of opening.
 - b. All responses must be on the forms provided by AEPA for each solicitation found in Public Purchase unless otherwise noted. Respondents will submit all documents, in their required formats, online via Public Purchase by the due date and time of the solicitation.
 - c. Forms requiring signatures shall be submitted by the person authorized to sign the bid or proposal response. Failure to properly sign the solicitation documents will result in the offer being deemed non-responsive.
 - d. In case of an error in extension of prices in the solicitation, unit prices shall govern.
 - e. Periods of time stated as a number of days shall be in calendar days, not business days.
 - f. It is the responsibility of all Respondents to examine the entire solicitation package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due time and date.
 - g. The Respondents' ability to follow the preparation instructions set forth in this solicitation will also be considered to be an indicator of the Respondents' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Respondent requires the delivery of information and data. The quality of organization and writing reflected in the offer will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the offer will be evaluated as a sample of data submission.
2. **Document Development:** Forms for this solicitation are published in Public Purchase, in Word, Excel, and PDF formats. Respondents may download the documents once they are registered with AEPA on Public Purchase. All documents must be titled properly and submitted in their required format as noted in the Solicitation Checklist. Respondents must scan and upload all documents to Public Purchase following the Solicitation Checklist, along with any additional documents or files other than those listed below that may be requested and/or related to the solicitation.
- a. **Part C – Member Agency (State) Terms and Conditions:** Some states require additional documentation and signature forms. Review Part C and submit the required state documents with your offer. Submit all state-specific forms as one (1) form in PDF format.
 - b. **Part D – Questionnaire:** Complete the form provided. The questionnaire seeks information about the Respondent's pricing structure, service areas, financial status, past performance, and commerce processes. The Company Information form provides background information on the Respondent's company. Submit the form as one (1) individual form.
AEPA requires reports that describe the financial soundness of your organization. You will be asked to include a third-party report or reports that demonstrate your

firm's strength. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions. **For confidentiality, Respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson at georgewilson.aepa@outlook.com. The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening.**

- c. **Part E – Signature Forms:** Complete the forms provided. The signature form includes multiple areas where signatures are required. Submit the form as one (1) individual form in PDF format.
- d. **Part F – Discount & Pricing Schedules Workbook:** Complete the Excel workbook provided. Title the Excel document as per the instructions in Document Development above. Be sure to complete the required tabs as outlined in Part F.
 - **Warranties, Additional Services:** In response to Part F, the Respondent may be asked to provide a price schedule for warranties, or additional services, if applicable. This document is created by the Respondent (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.
 - **Additional Discounts:** In response to Part F, the Respondent may select to offer additional discounts/bonuses to AEPA members based on a dollar volume, sizes of orders or other criteria, and must state the formula for arriving at these discounts. This document is created by the Respondent (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.
 - **Price Lists and/or Catalogs:** For catalog bids, PDFs of the Respondent's most recent published catalog(s) or price lists must be included. Each PDF document must be titled as per the instructions.

3. **Solicitation Transmittal**

- a. It is the responsibility of the Respondent to be certain that its submittal has been uploaded in its entirety to Public Purchase, on or prior to the exact published due date and time.
- b. If a security bond is required, a hard copy of the security must be in the actual possession of AEPA at Lakes Country Service Cooperative, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537, on or before, the exact due date and time and a copy must be submitted via Public Purchase. Original copies of the security must be submitted in a sealed envelope properly addressed to the Association of Educational Purchasing Agencies, with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.
- c. If the designated location for receiving the bid or proposal security is closed due to an unforeseen circumstance on the day the security is due (due date), the security will be due at the same time on the next day the building is open. Responsive offers will be opened, and the name of each Respondent and other appropriate information will be posted to Public Purchase and the AEPA website.

- F. **Solicitation Evaluation, Approval, and Award:** Solicitation responses received will be evaluated in accordance with acceptable standards of cooperative procurement, set forth in and governed by the Procurement Codes of AEPA Member Agency's states; AEPA by-laws, policies, and procedures; AEPA Member Agencies' policies and procedures.

For IFB categories, approval of prospective Vendor Partners and recommendation of contracts will be made to the lowest responsive and responsible Respondent utilizing the criteria listed in Part B of the solicitation. As a reminder, AEPA recommends offers to Respondents. Final contract awards are subsequently made by individual AEPA Member Agencies.

1. **Responsive Offer:** A responsive offer reasonably and substantially conforms to all material requirements of the solicitation. Offers must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:
 - a. Submitted on time.
 - b. Materially satisfy all mandatory requirements identified throughout the solicitation.
 - c. Must substantially conform to all of the specified requirements in the solicitation in the judgment of AEPA and its AEPA Member Agency representatives.
 - d. Any deviation from requirements indicated herein must be stated, in writing, and included with the offer submitted. Otherwise, it will be considered that responses are in strict compliance with all requirements, and any successful vendor will be held responsible, therefore.
 - e. Deviations or exceptions stipulated in response may result in the offer being classified as non-responsive. Language to the effect that the Respondent does not consider this solicitation to be part of a contractual obligation will result in that Respondent's offer being disqualified. Terms of the solicitation that any Respondent considers particularly unwarranted, and to which that would have to take significant exception in his/her offer, should be stated clearly and concisely as exceptions and/or deviations.
 - f. In preparing a proposal, the Respondent's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Respondent's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Respondent's offer to be deemed non-responsive.
2. **Non-responsive Offer:** Any offer that does not conform to all material requirements of the solicitation including, but not limited to: offers received after the deadline; offers that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; offers that do not contain the proper security bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual entities or cooperatives with equal or lesser volume. AEPA reserves the right to request documents that do not affect pricing, waive minor irregularities, and/or seek clarification following its Board approved procedures. Offers deemed non-responsive will not be considered for approval and award.
3. **Responsible Respondent:** A responsible Respondent is a firm or person with the qualifications, capability, and capacity to perform the contract requirements with integrity and reliability, which will assure good faith performance. AEPA's approval of a response will make the Respondent available for consideration to the AEPA Member Agencies for contract award. If a Respondent is approved by AEPA, the AEPA Member Agency reserves the right to determine if said Vendor Partner is responsible in their respective state. Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Vendor Partner has:
 - a. Submitted a responsive offer;

- b. The qualifications stipulated herein that may include but are not limited to adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction, described in the solicitation to those AEPA member states who have indicated their participation;
- c. A demonstrated and documented satisfactory track record of performance in the national market place;
- d. A satisfactory record of integrity and a reputation of responding to and meeting educational and local government institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations, and codes;
- e. Quality and suitability of products and services offered to meet and perform to the specifications, expectations, and requirements identified in this solicitation;
- f. Supplied all necessary information and data in connection with determining whether a Respondent meets the standard of responsibility.

4. Cost Evaluation:

- a. Cost and price schedules conform to and provide the information required in Part B – Technical Specifications of the bid or proposal;
- b. Pricing offered that is equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume;
- c. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts;
 - i. Line-Item Bid: Lowest responsive, responsible Bidder(s). Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs; or
 - ii. Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a "Core List" and/or by creating a "Market Basket Study" to compare overall pricing between Respondents. A "Market Basket" is a list of items typically purchased by AEPA Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators. Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs.
 - iii. Proposal: Identified weighted criteria for evaluation, including pricing, published in Part B of the solicitation.

G. Contract Award and Implementation

An AEPA category committee will perform initial response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Respondents who are approved by AEPA will then be considered by the individual AEPA Member Agencies for contract award. It should be noted that once AEPA has approved the response, a Respondent becomes a "Vendor Partner" for AEPA.

Recommendations for approval by AEPA will be posted to Public Purchase and the AEPA website.

Once the approved Respondents have been notified, it is their responsibility to contact those AEPA Member Agencies (up to 29) who had indicated an interest in participating and send Part C (if applicable), Part D, E, and F to each of the participating AEPA Member Agencies. Each AEPA Member Agency will review, evaluate, and determine which, if any, it will award contracts to.

The approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if necessary, to work out state-specific details of contract implementation including:

1. Acquiring additional information and having discussions on how the awarded contract will be executed.
2. Signing the contract with the AEPA Member Agency.
3. Jointly develop marketing strategies and a plan for contract roll-out activities to the AEPA Member Agency's Participating Entities (Advertising, flyers, website access, etc.).
4. Establish how orders will be processed, handled, and reported.
5. Contract management: Establish how and by whom the day-to-day contract management will be handled and who will be the AEPA Member Agency's representative.

It is not guaranteed that each AEPA Member Agency will enter into a contract with AEPA approved Vendor Partners. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.

III. Responsibilities of A Vendor Partner

A. As an approved AEPA Vendor Partner, the following is expected in support of the contract:

1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have a working knowledge of the contract.
2. Train and educate sales staff on what the AEPA cooperative contract promised, including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
5. Quarterly, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
6. Report sales and administrative fees by participating state if requested by AEPA.
7. Have ongoing communication with the Category Committee Chairperson, AEPA Member Agencies, and the Member Agencies Participating Entities.
8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April and the Winter Meeting which is typically the end of November or early December and has historically been held in conjunction with the Association of Educational Service Agencies (AESAs) annual conference. At the Annual Meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.
9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts such as, but not limited to, the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).
10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

IV. Responsibilities of AEPA Member Agencies

A. In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:

1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.

2. Provide a staff member to work collaboratively with the Vendor Partner to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.
3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
4. Assist the Vendor Partner to jointly market the contract to potential Participating Entities within the state.
5. Work with the Vendor Partner to identify eligible Participating Entities within the state possibly including providing a list of potential customers.
6. Work with the Vendor Partner to identify and help manage costs associated with fulfilling this contract.
7. Attendance at the two (2) AEPA meetings which provides for an opportunity to interact with Vendor Partners.

V. General Terms and Conditions for All Agencies

For the purposes of this Solicitation, the following terms shall be defined as indicated below, and constitute the general terms and conditions for all AEPA Member Agencies:

Administrative Fee: The percentage of sales that each Vendor Partner pays the Member Agency for sales in their respective state or states that they extend the AEPA pricing to. Administrative Fees shall be paid to each Member Agency quarterly. See the Summary of State General Overview for the administrative fees by Member Agency (state).

Advertising: Vendor Partner shall not advertise or publish information concerning this contract prior to the award being announced by the AEPA Member Agencies. Once the award is made, the Vendor Partner may advertise to the individual Participating Entities that products/services are available. Vendor Partner shall submit ad copy to the AEPA Member Agency for review and approval prior to issuing the advertisement.

AEPA Bi-Annual Meetings: AEPA holds two general meetings each year: one in the Spring (usually in April or May) and the other in the Fall (currently the week after Thanksgiving). AEPA requires that all successful contract holders attend both meetings and participate in the vendor round tables at the Spring meeting. AEPA requests that all vendor partners register in advance and stay at the AEPA official hotel if rooms are available. All registrations for the meetings are required by the official registration due date as announced by AEPA.

AEPA Member Agency: Refers to the entities identified in the table in Part I of this document who are approved as AEPA members. Member Agencies participating in a particular category are listed in Part B - Specifications, Item 3: Anticipated Member Agency Participation. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in a solicitation once the responses are reviewed and approved.

Affirmative Action: An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by AEPA Member Agencies. Vendors must comply with requirements and/or requests for information regarding Affirmative Action by Member Agencies.

Amendment of Solicitation: A solicitation may be amended up to the time of opening.

Applicable Law: The laws of the state of the respective AEPA Member Agency shall govern any resulting contract of this solicitation. Suits pertaining to this contract may be brought only in courts in the County and State as prescribed by the AEPA Member Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the AEPA Member Agency, shall fully apply. The Vendor Partner shall comply with any and all laws, whether local, state, federal or otherwise, applicable to any aspect of the work to be performed in relation to the resulting contract. It shall be the Vendor Partner's responsibility to identify, make themselves aware of, and determine the applicability and requirements of any such laws and to abide by them.

Approval and Awarding of Contract: AEPA and its AEPA Member Agencies reserve the right to approve and award a contract to one Vendor Partner, to make multiple approvals and awards, to reject any or all offers in whole or in part, to waive any minor formalities or irregularities in any offers, and to accept offers, which in its discretion and according to law may be in the best interest of the AEPA Member Agencies and their Participating Entities. A response to this solicitation is an offer to contract with the AEPA Member Agencies based upon the terms, conditions, and scope of work and specifications contained in this invitation. A solicitation does not become a contract unless and until it is accepted, recommended, and approved by AEPA and awarded by the individual AEPA Member Agency. A contract is formed when an AEPA Member Agency administrator and, if required, an AEPA Member Agency Board approves and signs the Acceptance of Solicitation and Contract Award Form (see Form E) document, eliminating the need for a formal signing of a separate contract.

Assignment: No right or interest in this contract shall be assigned or transferred by the Vendor Partner without prior written permission by AEPA and its AEPA Member Agencies, and no delegation of any duty of the Vendor Partner shall be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies shall not unreasonably withhold approval and shall notify the Vendor Partner within fifteen (15) days of receipt of written notice by the Vendor Partner.

Audit Rights: In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books, and pertinent records related to this contract may be audited at a reasonable time and place.

Authority: This solicitation, as well as any resulting contract/agreement, is issued under the general authority of the State laws of the AEPA Member Agency and those identified within the AEPA Member Agencies' Specific Terms and Conditions, Part C, (see also Procurement Code below). Internal or external Cooperative Purchasing Agreements between the AEPA Member Agency and Participating Entities may exist.

Respondent/Bidder/Vendor Partner Definitions:

Bidder, Respondent, Offeror, and Vendor Partner are interchangeable and are used to identify the person(s) or firm(s) submitting a response to an Invitation for Bid or Request for Proposal.

1. Prospective Respondent/Bidder/Offeror: has notified AEPA of a desire to bid by registering on the AEPA website. "Bidder" has submitted an offer to AEPA in response to an AEPA solicitation.
2. Recommended Respondent/Bidder/Offerer: has been approved by AEPA for its AEPA Member Agencies for contract consideration.
3. Vendor Partner: has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

Respondent Acceptance Period: To allow AEPA Member Agencies the opportunity to evaluate the offers, AEPA requires that an offer in response to this solicitation be valid and irrevocable for one hundred twenty-days (120) after opening time and date.

Performance Bonding (required for construction projects): Performance bonds are completed after the contract and at the time a member authorizes a project. The Vendor Partner agrees to provide all performance and payment bonds for individual projects executed by a surety company authorized to do business in the individual AEPA Member's state and said surety to be approved in federal circular 570 as published by the United States treasury department, the state or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; when required by an AEPA Member Agency or Participating Entity at the time a contract is executed. If the Vendor Partner fails to deliver any required performance or payment bonds, the AEPA Member Agency or Participating Entity shall not execute the contract or terminate the contract with the Vendor Partner and the appropriate AEPA Category Committee shall be notified of such failure and shall take the appropriate action.

Brand Names: The use of the name of a manufacturer, brand, make or catalog number does not restrict the Respondent. Brand names and model numbers are used to indicate the character, quality, and/or performance equivalence of the commodity on which offers are submitted. Respondents may submit alternates. However, the AEPA reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the product, equipment, and/or service described in the invitation. AEPA's decision shall be final.

Buyer: Identifies the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment, and services under AEPA Member Agencies' awarded contracts.

Captions, Headings, and Illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for explanation only and in no way define, limit, or describe the scope or intent of the request.

Certification: By signature in the solicitation section of the Contract Award page, the Respondent certifies: the submission of the offer did not involve collusion or other anti-competitive practices; the Respondent shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246); the Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer; and the Respondent agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

Christian Doctrine: Any federal, state, and local governing authority's/jurisdiction's statutes, codes, rules, and regulations referenced and/or govern the products, services, and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with, and adhered to as required. It is the sole responsibility of the Respondent to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Clarification: As used in this solicitation, clarification means communication with a Respondent for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the solicitation. It is achieved by explanation or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Respondent. Clarification does not allow the Respondent to revise or modify its solicitation.

Commercially Available Catalog: A published paper catalog or an online website that is widely distributed or accessible to a wide population or set of businesses across the United States. It is made available to the general public, public or nonprofit entities and contains a verifiable price, along with product descriptions, SKU numbers, and photographs. A commercially available catalog is distinct from a custom catalog or website, whose prices and offerings are tailored to niche audiences, or are targeted to a small geographic location. The prices published in a Commercially

Available Catalog will be considered a company's base pricing or "commercially available pricing" for the purpose of AEPA bids or proposals. All pricing must be in U.S. Dollars. AEPA will not accept an artificial catalog or price list, or base price created for the purpose of responding to a competitive solicitation.

Competitive Range: AEPA and its AEPA Member Agencies reserve the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

Contract Documents: AEPA Member Agency will review proposed contract documents. Vendor Partner's contract document shall not become part of AEPA Member Agency's contract with Vendor Partner unless and until an authorized representative of an AEPA Member Agency reviews and accepts it.

Construction: Each AEPA Member Agency within their state statutes defines what constitutes construction, identifies the policies, rules, regulations, and codes that govern construction projects. AEPA has defined construction as building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipelines; transmission line; radio, television or other towers; water, oil or other storage tanks; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction shall also include leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures, or installations.

Cooperative Procurement: Some individual state procurement codes may contain cooperative purchasing statutes that state any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement shall clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under a cooperative procurement agreement entered into according to each state's procurement code shall be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting, parties may be located in different states.

Cooperative Purchasing Contracts: The Vendor Partner agrees that all the prices, terms, warranties, and benefits granted by the Vendor Partner to AEPA Member Agencies or Participating Entities through this contract **will be equal to or better than** those offered to any individual entities or cooperatives that have equal or lesser volume. If the Vendor Partner shall, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Vendor Partner shall notify the AEPA category committee chairman and offer said prices, terms, warranties, and benefits to all AEPA Member Agencies. The following shall be noted:

1. AEPA and its AEPA Member Agencies reserve the right to accept or reject the Respondent's offer if it is determined it does not comply with the above based on their knowledge, investigation, review, and findings of Respondents' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies shall notify the Vendor Partner of the deviation and request written justification. Based on AEPA and its AEPA Member Agencies' investigation, review, and findings, AEPA reserves the right to take the following actions: to request the Vendor Partner to immediately adjust its AEPA's offered prices to match the lower prices offered, to work with

the Vendor Partner to mediate and resolve the situation; or to notify the Vendor Partner that it intends to suspend and/or terminate their contract.

Cost of Preparation: Neither AEPA nor any AEPA Member Agency shall reimburse the cost of developing, presenting, or providing any response to this solicitation.

Credit Hold: The Vendor Partner must agree not to place the AEPA Member Agency and/or its Participating Entity on “credit hold” without 10-days advanced notice in writing, either by letter, facsimile, or email to the AEPA Member Agency and the Participating Entity. The AEPA Member Agencies believe it is better for the Vendor Partner if the AEPA Member Agency places the slow-paying Agency Member on “credit hold;” if a Vendor Partner places the Participating Entity on credit hold, agencies that pay promptly are penalized. If, on the other hand, the Member Agency places the offending Participating Entity on “credit hold”, payment is more likely to result and only the offender is disciplined.

Delivery Terms, Conditions, and Requirements

1. **Delivery:** is to be made within the specified time identified in Part B Specifications for each solicitation category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify the Buyer if an order cannot be processed within the specified period and/or the agreed-upon timelines.
2. **The title and risk of loss of material or service:** shall not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery (FOB Destination) and they have been accepted, unless otherwise provided within this document or individual project’s contract.
3. **Ownership of products and services** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.
4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until the separation of the purchased share has been made, delivered, and received.
5. **Shipping Terms:** (See Part B Specifications for specific instructions on shipping and handling costs for the individual category you are responding to.) Vendor Partner shall retain the title and control of all goods until they are delivered and received. All risks of transportation and all related charges shall be the responsibility of the Vendor Partner unless other arrangements have been made between the vendor partner and the AEPA Member Agency. Shipping shall be FOB destination. The Vendor Partner shall file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and shall assist the freight company/Vendor Partner in arranging for inspection. No FOB vessel, car, or other vehicle terms will be accepted.
 - a. **Shipping Costs:** Products may be shipped without separate shipping costs. If shipping is allowed as a separate line item per Part B Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted unless specifically requested by the AEPA Member Agency.
 - b. **Shipment under Reservation:** Vendor Partner is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
 - c. **Shipping Errors:** Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partnerships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials (vendor managed inventory):** Upon prior written agreement between Vendor Partner and Buyer, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to the Buyer prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer’s request. Additionally, if stored

offsite, the materials must also be clearly identified as the property of the Buyer and be separated from other materials. The buyer must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it shall be the Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials, and equipment shall pass to Buyer upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services, or tender of delivery fail in any respect to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order. The Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
8. **Defective Goods:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner must agree to arrange for return shipment of damaged goods.
9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete or products or services are not delivered on the established date. The Vendor Partner (if applicable surety) shall be liable for and shall pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this shall constitute a breach, and Vendor Partner shall not have the right to substitute a conforming tender without the written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.
12. **Restocking Fees:** A restocking fee may only be charged on products ordered and delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner. The Vendor Partner must identify, specify, and justify any exceptions or deviations taken.

Deviations or Exceptions to Requirements: Deviations or exceptions stipulated in a Respondent's proposal may result in the rendering of the response non-responsive. AEPA and its AEPA Member Agencies reserve the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to AEPA, its AEPA Member Agencies, or Participating Entities.

Disbarment and Suspension: By signature accepting Terms and Conditions, it is certified on behalf of the company and their key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any State or Federal Agency within the last five (5) years. If within the past five (5) years, any Respondent has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Respondent must include a letter with its response that includes the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract. By signing the solicitation section, the Respondent certifies that no current suspension or debarment exists.

EDGAR (2 CFR 200) Compliance: Respondents are required to complete Education Department General Administrative Regulations (EDGAR) compliance certification. EDGAR

regulations govern all federal grants awarded by the U. S. Department of Education on or after December 26, 2014.

Eligible Entities: The individual AEPA Member Agency's state procurement code and statutes provide for cooperative procurement and identifies those types of agencies, entities, and organizations that are allowed to participate in and take advantage of cooperative procurement contracts solicited and approved by AEPA and awarded by AEPA Member Agencies. Therefore, depending on the individual state procurement codes and statutes federal agencies, state agencies, local public bodies, and Non-Profit/Non-Public entities may be allowed to participate in and utilize AEPA solicited, approved and AEPA Member Agency awarded contracts.

Estimated Quantities: In Part B: Specifications of this solicitation, AEPA, and AEPA Member Agencies have indicated their anticipated volume for the products and services requested. It is anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee of future order quantities since this is an indefinite-quantity contract. Usage depends on the actual needs of the AEPA Member Agencies, their Participating Entities, and the marketing by the Vendor Partner.

Experience, Proven Track Record and Past Performance Information: it has been determined by AEPA and its AEPA Member Agencies to be a major factor in consideration if a Respondent possesses the ability, capacity, and resources to acquire, manufacture, deliver, construct, install, services and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserve the right to accept or reject an offer if, in its judgment, the Respondent failed to demonstrate the following: a proven track record in the products and services offered (qualifications, knowledge, and background); is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part B (unless otherwise noted in Part B): Specifications; and has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Respondent's record of conforming to specifications and standards of good workmanship; the Respondent's record of containing and forecasting costs on any previously performed cost-reimbursable contract schedules, including the administrative aspects of performance; the Respondent's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

External Procurement Unit: means any procurement organization not located in a current AEPA Member Agency state which, if located in the state, would qualify as a federal or state agency or a local public body. Various state procurement codes allow external procurement units to offer their contracts and for agencies within those states to utilize those contracts to acquire goods and services.

Federal Agency [25] USC 3001 (4): Is defined as any department, agency, or instrumentality of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishments in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.

Federal Requirements: Vendor Partner agrees, when working on any federally-assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 329 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations (41 CFR Part 60)). In such projects, the Vendor Partner agrees to post wage rates at the worksite and submit a copy of their payroll to the AEPA Member Agency for their files. Also, to comply with the Copeland Act, the Vendor Partner must submit weekly payroll records

to the AEPA Member Agency. The Vendor Partner must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to an AEPA Member Agency that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor Partner. In projects that are not federally funded, Vendor Partners must agree to meet any federal, state, or local requirements, as necessary. Also, if compliance with the federal regulations increases the contract costs beyond the agreed-on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Vendor Partner shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if, and to the extent, that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; blizzards; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

Form of Contract: The form of contract for this solicitation shall be the published solicitation, the awarded Vendor Partner's response, and properly issued purchase orders and/or contracts in accordance with this solicitation. If a firm submitting an offer requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with these.

Gratuities: AEPA Member Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor Partner or any agent or representative of the Vendor Partner, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to the AEPA Member Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

Historically Under-Utilized Business: An "Historically Under-Utilized Business" (HUB) is a category for companies that have traditionally failed to reap the benefit from full and equal procurement opportunities. Typically, these types of companies may include women-owned, disabled veteran-owned, and minority-owned businesses or operations defined as small business, micro businesses, or businesses operating in enterprise zones. For the purpose of the IFB, a Bidder opting to offer a HUB program, may self-define the types of HUB businesses it includes in its network of HUB partners and the role they play; however, the Bidder must ensure that the partner-authorized HUBs provide a "Commercially Useful Function." As it related to HUB businesses, a "Commercially Useful Function" (CUF) is work that is integral to sales, delivery, or supply-chain solution, and not a mere façade for the pass through of goods. Examples of HUB work that qualify as a Commercially Useful Function include instances when HUBs:

- Execute a specific element of the scope of work including supplying of goods and services.
- Provide services work that is normal for the firm's assortment of business services.
- Are fully or partially responsible for paying for wholesale materials, conducting sales, installation of products, delivery of products.
- Do not subcontract a portion of the work greater than expected by industry practices.
- Act as resellers, buying products wholesale from the awarded Vendor/Contractor.

Indemnification: Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities, or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws. Installation: Equipment and items of construction shall be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes, and the schedule determined by the AEPA Member Agency and/or Participating Entity.

Insurance: Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner shall procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state's statutes and federal laws in which proposed products and services will be offered and provided. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest to participate in this solicitation, identified in Part B: Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each state's requirements.

1. Certificate of Insurance: The Vendor Partner shall provide, as required, a certificate of insurance for commercial liability insurance naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer). All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agencies' states participating in this solicitation.
2. Subcontractor's Insurance: Prior to commencing any work, any Subcontractor shall procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form, and from insurers acceptable to the prime Vendor Partner. All Subcontractors shall hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime Vendor Partner, AEPA Member Agency and its Participating Entities.

Invalid Term or Condition: If any term or condition of this solicitation and any resulting contract shall be held invalid or unenforceable, the remainder of this solicitation and any resulting contract shall not be affected and shall be valid and enforceable.

Late Responses: Late responses will not be accepted. All offers must be submitted online via Public Purchase by the due date and time of this solicitation.

Leases and Rentals: Vendor Partner may allow AEPA Member Agency or Participating Entity to rent, lease, or lease-purchase. The buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Vendor Partner agrees that leases will comply with the Uniform Commercial Code and the Buyer's individual state laws. All terms of leasing must be included in the offer, with interest rates described as related to a published government standard. Vendor Partner must indicate in their response to this solicitation and in any leasing/rental agreement, all costs (must be itemized) associated with early termination and/or the returning of leased or rented equipment that are the responsibility of the Buyer. No sale of a contract to a third party will be made without informing the Buyer of the transfer. If Vendor Partner sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original Vendor Partner.

Legal Remedies: All claims and controversies shall be subject to the Procurement Code of the state in which the AEPA Member Agency or Participating Entity resides.

Licenses and Registration: Each state and local jurisdictions in which a transaction may occur may require various types of licenses and/or registrations (business, construction Vendor Partner, etc.). Likewise, there are various policies, procedures, rules, regulations, codes, and laws that govern such licensing/registration within federal, state, and local jurisdictions, therefore, it is the Respondent's/Vendor Partner's responsibility to be aware of, obtain and maintain in current status all federal, state, and local licenses, registrations and bonds required for the performance and delivery of any and all products and services offered in its response to this solicitation. It is also the responsibility of the Respondent/Vendor Partner to ensure that any Subcontractors performing under this solicitation hold and maintain the appropriate licenses/registrations. The Respondent will submit copies of licenses, registration, and/or other documentation to substantiate they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

Liens: All materials and services shall be free of all liens.

Local Public Body: A political subdivision of the state and the agencies, instrumentalities, and institutions thereof. Such agencies may include but are not limited to two-year and four-year post-secondary educational institutions, pre-k-12 institutions, counties, cities, and municipalities, except as exempted pursuant to the Procurement Code within each state. Entities within these groups may include but are not limited to political subdivisions, administrative units, councils, commissions, boards, and organizations that either by federal, state, or local legislative or administrative action or appointment and have been established or given the responsibility and authority to act, conduct and perform various activities on behalf of the federal or state agency or local public body.

Manufacturer's Representative: Dealers, distributors, and installers of specialized facility technology, electrical, mechanical systems and equipment, who, if permitted by the Scope of Work, submit an offer as a manufacturer's representative, must be able to provide documented evidence from and/or between it and the manufacturer certifying that the Respondent is a bona fide manufacturer's agent for the specific products/services proposed, the Respondent is authorized to submit an offer on such products/services, and a guarantee that, should the Respondent fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations covered by warranties or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warranty period. Respondents of software, mechanical devices, electrical products/systems, and other commodities that makeup systems/networks must be able to provide the same information from a manufacturer.

Modification by Buyer: Vendor Partner shall have no obligation with respect to any patent and copyright infringement claim based upon Buyer's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by Vendor Partner. However, one Buyer's action will not preclude Vendor Partner's obligation to others not having modified their equipment or software.

Money: All transactions are payable in U.S. currency only. Multiple Approvals and Awards: throughout the United States, AEPA Member Agencies have a large number of Participating Entities who take advantage of and utilize awarded contracts. To assure that any issued contract will allow these entities to fulfill current and future needs and requirements, AEPA and its AEPA Member Agencies reserve the right at its discretion to approve and/or award one contract, multiple contracts, or no contracts. The actual use of any contract will be at the sole discretion of the AEPA Member Agency or the Participating Entity.

Nonexclusive Contract: Any contract resulting from this solicitation shall be approved and awarded with the understanding and agreement that it is for the sole convenience of the AEPA, its AEPA Member Agencies, their Participating Entities and they reserve the right to obtain like goods and services from another source.

Nonprofit, Non-Public Educational Institutions, and other Nonprofit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code): is defined as charitable, religious, educational, public service, support, and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

Notice: Notices under this solicitation/contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, an email with appropriate verification, properly addressed to the respective parties as specified herein or at such other address as may be specified by either party from time to time.

Novation: If the original Vendor Partner sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance, or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

Ordering Procedures: AEPA has established a standard and special ordering process as defined below. Additionally, some AEPA Member Agencies also prefer or utilize electronic ordering as the method for the transactions. For details on the ordering processes utilized for each AEPA Member Agency, please reference the Summary of State General Overview.

1. **Standard Ordering Process:** Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request; the vendor will also send a copy of their quote to the state AEPA Member Agency for all construction-related bids. The buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, price list, or Vendor Partner's quote. Vendor Partner will deliver and invoice the Buyer; Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment. Vendor Partner, based on the agreed-to process, will report and submit payment for the AEPA Member Agency's administrative fee to the AEPA Member Agency (quarterly). The vendor Partner shall provide the transaction and volume reporting in the AEPA report format.
2. **Special Ordering Process:**
 - a. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
 - b. Buyer will prepare and issue a purchase order to the AEPA Member Agency based on the product catalog, price list or Vendor Partner's quote;
 - c. Vendor Partner will deliver the goods and/or service to the Buyer and will invoice the AEPA Member Agency;

- d. AEPA Member will invoice the Buyer and add their administrative fee to the invoice price;
- e. AEPA Member will pay Vendor Partner for the goods and/or service once the Buyer has confirmed acceptance.
- f. The vendor Partner shall provide the transaction and volume reporting as stipulated quarterly in the AEPA report format.

3. Electronic Ordering (Optional by AEPA Member Agency):

- a. When a Vendor Partner based online ordering system is available, the following functionality is preferred:
- b. Electronic ordering systems shall be secure, and password protected. Entering the system with the designated password shall automatically send the user to AEPA contract pricing.
- c. When the Buyer requires purchase orders, electronic ordering system shall require the entry of a purchase order number, credit card, or purchasing card prior to accepting an order.
- d. Electronic ordering systems shall block excluded items not covered by the AEPA contract from any order.
- e. Electronic ordering systems shall automatically assign correct contract prices to applicable orders.
- f. Electronic ordering systems that list catalog price and AEPA discounted price.
- g. Electronic ordering systems shall track orders and purchases covered by the AEPA contract for reporting and audit purposes. The vendor Partner shall provide the transaction and volume reporting in the AEPA format.
- h. Electronic ordering systems' pricing shall include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
- i. Electronic ordering systems that allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.

Order of Precedence: In the event a conflict occurs the following order of precedence shall prevail:

- 1. Member Agency specific terms and conditions
- 2. Specifications and scope of work
- 3. General terms and conditions
- 4. Attachments and exhibits
- 5. Documents referenced or included in the solicitation.

Overcharges by Antitrust Violations: Member Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Buyer. Therefore, to the extent permitted by law, the Vendor Partner hereby assigns to the Member Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Parole Evidence: This contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Participating Entity: Those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies, and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

Patent and Copyright Indemnification: To the extent permitted by law, Vendor Partner shall indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials

furnished or work performed under this contract. Member Agency and its Participating Entities shall reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

Piggy Back Contracts: In the event a new Member Agency joins AEPA, the Member Agency may elect to award any and all existing contracts if permissible by their State laws.

Prevailing Wage: Where applicable, the Vendor Partner must comply with prevailing wage legislation in effect in the jurisdiction of the awarding AEPA Member Agency.

Pricing: AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid or proposal prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states and that any differences in pricing are due to state-specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The Respondent must provide their pricing as requested utilizing the various pricing methodologies specified. **The Respondent/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.** Please note the following that relates to pricing:

1. **Primary Pricing Strategies for Bids:** All Respondents will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing" or a combination of these two pricing strategies, or Proposal (RFP) pricing as defined in Part B, solicitation specifications. Respondents are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".
 - a. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes, and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Respondent offers a fixed discount(s) off the retail price, catalog price, published price, or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers, or category of products as determined by the Respondent and in conformity with the scope of the solicitation.
 - i. **Discounts:** Discount offers must clearly identify the percent of discount to apply to a commercially available catalog, manufacturer, manufacturer's suggested retail price (MSRP), retail, or nationally published price lists. Respondents shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers, and/or categories of products. Respondents shall agree that there will be no reduction in discount(s) during the term of the contract.
 - ii. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, newly published pricing, or price lists, but the original discount bid shall remain firm for the duration of the contract. New catalogs/products must conform to the scope of the solicitation.
 - iii. **Core List:** In a Catalog Priced solicitation, a category (i.e., office supplies) may include a "core list" which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list are published during the contract term, the original discounts shall be applied to the newly published prices to establish the AEPA price for these core items.
 - iv. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the

same discount structure.

- b. **Line-Item Pricing:** Line-item pricing is utilized when products and/or services that are broken down in detail by element, component, product categories, product type, and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The Respondent offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Vendor Partner preparing and providing a quote based on the project's terms, conditions, and requirements based on the line-item pricing provided in the bid. The information provided in this bid for each item includes: Product Category, Product Description, Manufacturer, Manufacturer SKU, Vendor SKU, Unit of Measure, Item List Price, AEPA Bid Price.
- i. **Fixed prices:** Prices bid shall be firm until each anniversary date of the contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers shall include prices for any and all items.
 - ii. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may request adjustments to the prices by submitting a fully documented written request to the AEPA Category Committee Chairperson. The request must specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Category Committee and Member Agencies.
 - iii. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for a price adjustment to AEPA Category Committee for review and approval by the committee and the AEPA Member Agencies. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Vendor Partner's control. Pricing will take effect thirty (30) days after approval and acceptance.
 - iv. **New Products/Services:** Vendor Partner may submit new products or technologies that are within the original scope of work for the bid, to be added to the contract pending review and approval of the AEPA Category Committee. Requests should be submitted to the AEPA Category Committee for review and written approval.
- c. **Automated System for Pricing (ASP):** The method consisting of an ASP and/or software application (e.g., RSMeans) that is self-contained and consists of a turn-key solution that includes a complete line-item listing of all of the products, supplies, materials, equipment, services, accessories and options with their description, specifications, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. The Bidder provides a percent of discount or fixed multiplier/factor to be applied to total project cost to allow for individual state conditions and requirements and to arrive at the AEPA price.
- d. **RSMeans (Construction Related Bids only):** It is important for Vendor Partners to breakout all costs (quantity and price) of all items listed under RSMeans or an Alternative Pricing method. This includes all quoted items not on the approved AEPA bid submittal. The following are minimum requirements for using RSMeans for quoting projects to AEPA Member Agencies:
- i. The Contractors must use the current year and standard cost data. Only the following cost data titles will be excepted:
 - a. Building Construction Cost Data Book
 - b. Facilities Construction Cost Data
 - c. Facilities Maintenance & Repair Cost Data

- d. Site Work & Landscape Cost Data Book
 - ii. All work proposed under RSMMeans must use RSMMeans format, even if subcontractors are used.
 - iii. An RSMMeans spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full RSMMeans number and a sufficient amount of the description. This also applies to change orders.
 - iv. Pricing must be done by Location codes. National Average will not be allowed. To choose the “closest” location code, the first three (3) numbers of the zip code will be used to determine the city location index in the AEPA Member Agency State.
 - v. The AEPA contract holder factor, bonding cost, AEPA discount, and taxes if applicable must be shown as separate line items at the bottom of the RSMMeans spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the RSMMeans spreadsheet total and show the detail for each of the items stated above. This detail will be provided to that AEPA State Agency and the AEPA Buyer as required.
 - vi. All change orders which list items covered by RSMMeans must be supported by an RSMMeans spreadsheet.
- e. **Alternative Method of Costing:** This method covers any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and/or service due to the projects or applications specifications, conditions and /or requirements that need to be custom-designed, developed, manufactured and/or produced to meet the requirements of an individual, project, or sole source. The alternative pricing is calculated as follows:
- i. The Bidder must prepare, issue, and receive three written quotes from available suppliers and select the supplier that offers the products and services that meet the stipulated requirements and specifications, offers the best value, and the most cost-effective solution.
 - ii. All quotes must be made available upon request.
 - iii. The Bidder must indicate the percent of overhead and /or markup as part of their response to be added to these costs to obtain the normal and customary retail price.
 - iv. The AEPA price is calculated by taking the product and services to cost to the Contractor plus the indicated percent of profit/overhead to equal the normal and customary retail price. The Contractor will then subtract the approved AEPA discount to obtain the AEPA price. Example: item cost \$1,000; percent of profit/overhead of 20% equals retail price of \$1,200; less the AEPA discount of 10% or \$120 equals the AEPA price of \$1,080.

2. **Secondary Pricing Methods (Catalog based solicitations only, see Part B for category designation):** Respondents are required to offer Customized Price Lists (Catalog solicitations ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:

- a. **Customized Price List:** Respondents are required to offer customized price lists to Participating Entities for items within the Vendor Partner’s Commercially Available Catalog for Catalog solicitations ONLY (not pertinent to Line-Item Bids). Customized price lists shall be allowed under the following conditions:
 - i. Items within the Vendor Partner’s Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
 - ii. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
 - iii. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
 - iv. Items may not include special order or customized service products unless agreed to by the Vendor Partner.
- b. **Short Term Pricing Reductions/Incentives and Regional Promotions:**

Respondents are invited, at their option, to offer a selection of products/services at greater discounts than those listed in the standard catalog or core list discounts. Special time-limited reductions are permissible under the following conditions:

- i. The price reduction is for a specific period, no less than thirty (30) days.
 - ii. The reduction/incentive may be used to discount and liquidate close-out and discounted products/services if those items are clearly labeled as such.
 - iii. The original price for products/services is not exceeded after the time limit.
 - iv. The AEPA Category Committee and any affected AEPA Member state shall be notified of any special or time-limited price reduction.
 - v. New prices must be on record fifteen (15) days prior to any offer of the new priced being proposed or offered to AEPA Member Agencies and Participating Entities.
 - vi. Pricing for all items must be submitted to all affected AEPA Member Agencies in an electronic format so that specials can be posted to websites, emailed, and shared with Participating Entities/Buyers.
- c. **Volume Price Discounts:** Respondents are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one-time purchase or annual spend), i.e., local city, county, school district(s), etc. and/or for large one-time purchases. Additional volume price discounts are permissible under the following conditions: Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.
3. **Proposal Pricing:** For services priced through an AEPA Request for Proposal, vendors may respond with a discount off labor and material costs. Labor must be sufficiently itemized by title and include total rate (salary and fringe). Material costs must be itemized. Any Vendor Partner awarded under a time and materials pricing strategy must provide a “not to exceed” project quote to the purchasing Agency for work approval.

Prime Vendor Partner: For the purpose of this solicitation, a Vendor Partner will be considered a prime Vendor Partner and not a Subcontractor. Any Vendor Partner paid directly by the AEPA Member Agency or Participating Entity is a prime Vendor Partner; a Vendor Partner pays a Subcontractor. Prime Vendor Partners using Subcontractors are responsible for all actions of its Subcontractors.

Procurement Code: All Respondents/Vendor Partners must make themselves aware of and comply with all federal, state, and local statutes and regulations.

Products and Services

1. **Product Line:** If applicable, contracts will be awarded to Respondents able to provide their complete product line(s) of commodities, supplies, equipment, software, and services that meet the scope of work and specifications of this solicitation. Respondents with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.
2. **Serial Numbers:** Offers must be for equipment on which the original manufacturer’s serial number has not been altered in any way.
3. **Current Products:** All offers shall be for commodities, supplies, equipment, supplies, and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.
4. **Construction Products and/or Services:** Are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway,

bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

5. **Services:** Are defined as the furnishing of labor, time, or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.
6. **Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.
7. **Peripheral & Optional Items:** Respondents can include various peripheral products, equipment, accessories, services, deliverables, and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions: the enhancement is recommended by AEPA and approved by the Member Agency; the option is priced at a discount similar to other options; and the option is an enhancement to the unit.
8. **Descriptive Literature and Brand Names:** All offers are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment, and software offered. Brand names, trade names, and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level, and quality of products, equipment, and software being requested.
9. **Discontinued Products:** If a product or model is discontinued by the manufacturer, Vendor Partner may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
10. **Product Specifications:** This solicitation is designed to enable a Respondent to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Respondents are encouraged to offer alternative products that they believe to adhere to and comply materially, functionally, and operationally equal to or better than the brand name product specified. **Any Respondent believing a specification is unnecessarily restrictive, shall indicate such in the form of a question during the solicitation process and prior to solicitation due date.** The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Respondent deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software, or services they bid will render equivalent reliability, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire offer.
11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, shall be: of quality to pass without objection in the industry and professional standards normally associated with them; fit for the intended purpose(s) for which they are used; of even kind, quantity and quality within each unit and among all units, within

the variations permitted by the contract; adequately offered, presented, delivered, accomplished and complete as the contract may require; and conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

Product Information, Catalogs, and Price Lists: Respondents shall include an electronic copy of the latest edition of the commercially available catalog and price lists that the discount will be applied to with the response. Throughout the term of the contract, Vendor Partner(s) shall furnish all AEPA Member Agencies and their Participating Entities with copies of approved commercially available catalogs and price lists in the format desired (electronic, paper, online shopping cart, etc.).

Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order describes the amounts to be paid and the date of payment; the Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order; that payments will only be made when actual goods and/or services are verified/received; and that any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.

Protests: Under this public procurement and AEPA's Solicitation, any Respondent who is aggrieved in connection with this procurement, can file a protest in accordance with (1) AEPA's Solicitation Document; (2) AEPA's Policies and Procedures; and (3) AEPA Member Agency's State Procurement Code and Board Policies. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the court of jurisdiction located in the state and county of the AEPA Member Agency and will govern any resulting transactions.

1. **Procurement Phases:** AEPA's solicitation process is broken down into three (3) phases. Any Respondent who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each shall file their protest with the AEPA representative indicated below.
 - a. **Solicitation Due Date:** The preparation and contents of the solicitation, its terms, conditions, and specifications, the notification, distribution of solicitation documents and addendums (date published through the solicitation due date and time).
 - b. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending, and approving Respondents to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through the date of individual contract award and future renewals).
 - c. **Contract Award:** The awarding, implementing, and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).
2. **Protest contents:** Protests shall be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
 - a. The name, address, and telephone number of the protester;
 - b. The original signature of the protester or its representative;
 - c. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
 - d. A detailed statement of the factual grounds or legal basis for the protest;
 - e. Supporting exhibits, evidence, or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date shall be indicated; and
 - f. The form of relief requested.
3. **Protest Submittal:** Protester shall submit the solicitation protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten (10) days of the date the protester knows or should have known the basis of the protest per the following:
 - a. **Solicitation Due Date:** Knows or should have known the basis of the protest upon the solicitation due date or ten (10) days after the due date, send a protest to Solicitation Question Coordinator (bid-committee@aepacoop.org).

- b. AEPA Approval: Knows or should have known the basis of the protest upon notification from AEPA of the solicitation category approval, send a protest to AEPA President bid-protests@aepacoop.org
 - c. Contract Award: Knows or should have known the basis of the protest or ten days after the notification from the AEPA Member Agency award, send a protest to Individual AEPA Member Agency; see AEPA Member Agency information sheet.
4. **Protest Resolution:** Protest shall be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. AEPA intends that all solicitation protest decisions from the point a solicitation has been published through contract approval or rejection will be resolved by AEPA. Protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.
 5. **Protest Costs:** The losing party to the protest shall be responsible for the reasonable and justifiable costs of the protest. The protest costs shall be based on the costs and expenses incurred by the AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription, and travel costs.

Provisions Required by Law: By submitting a response to this solicitation, Respondents are acknowledging they have conducted and performed the required research to make themselves aware and knowledgeable of all federal, state, and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this solicitation. These provisions of law and any clause required by law that is associated with and relates to this solicitation and any resulting contract will be read and enforced as though it were included herein.

Public Purchase: An easy-to-use platform that provides Respondents with the automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit an organization's solicitation response. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

Public Record: All offers submitted to this invitation shall become the property of the AEPA and will become a matter of public record, available for review, subsequent to the solicitation due date. Offers may be viewed, by appointment only, at the Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48329, under the supervision of the AEPA Executive Director or his designee, from 8:30 a.m. to 3:30 p.m., Monday through Friday. Within fifteen days, the Solicitation Receipt Summary Report will be posted to the AEPA website (www.aepacoop.org).

Questions: Inquiries and questions related to this solicitation, must be submitted online in Public Purchase per solicitation and be submitted as follows:

1. From the time the solicitation is published until the deadline for questions for Respondents, questions should be submitted online via Public Purchase.
2. Questions regarding this solicitation after Opening, but before the approval of the contract, should be submitted to questions@aepacoop.org.
3. Questions regarding this solicitation after Notification of Approval should be submitted to bid-committee@aepacoop.org.
4. Once a contract has been awarded by an individual AEPA Member Agency any inquiries and questions relating to contract implementation, execution, transactions, and/or concerns/issues occurring within that state should be addressed to the individual AEPA Member Agency.

Reporting: Vendor Partners are required to submit quarterly detailed sales reports to all AEPA Member Agencies. Access to reports will be granted after contract approval. If there are no sales, \$0 reports are required.

Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within

ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Right to Request Additional Information: AEPA, and its respective representatives, reserves the right to request any additional information during the procurement process that might be deemed necessary to better understand the submitted solicitation response including, but not limited to, clarifying questions. Respondents may be requested to submit such answers in writing but will not be allowed to change or alter their offer.

Safety Measures: Vendor Partners shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They shall post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public, and existing structures from injury or damage.

Safety Standards: All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

Substance Use & Conduct: All Vendor Partners and Subcontractors must adhere to the local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on AEPA Member Agencies and Participating Entities premises.

State Agency: means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or official of the executive, the legislative or judicial branch of the government of this state.

Survival: All applicable software license agreements, warranties, or service agreements that were entered into between Vendor Partner and Buyer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All purchase orders issued and accepted by Vendor Partner shall survive expiration or termination of the Contract.

Tare: If the Vendor Partner requires the Buyer to pay for shipping, the weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Taxes: Different jurisdictions taxing authorities have different tax laws, rules, regulations, and processes, therefore, prices offered will not include applicable federal, state, and local taxes. All applicable taxes must be listed as a separate item on all cost proposals, invoices.

Term of Contract and Extensions: The initial term of the contract shall be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Solicitation and Contract Award (Form B). The contract shall continue in accordance with the dates stipulated in the solicitation and Timeline schedule located in Part A of this solicitation unless terminated, canceled, or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on the last day of February. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, a Member Agency reserves the right to offer month-by-month extensions not to exceed six (6) months until a new contract is awarded by that Member Agency.

Termination by Non-Approval of AEPA: AEPA Member Agencies on annual basis assess, evaluate, and review existing AEPA vendors to determine if the organization as a whole desire to extend its approval of those vendors. If an existing AEPA vendor's approval is not extended for an additional term, the AEPA Member Agencies can not extend the dis-approved vendor's contract. (See Term of Contract and Extensions)

Termination by AEPA Member Agency: An AEPA Member Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the AEPA Member Agency is or becomes, at any time while the contract or any extensions of the contract is in effect, an employee of, or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts.

Termination for Convenience: AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," shall not accept any new orders after the termination date specified in the notice. Any termination shall not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit. The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this SOLICITATION if the Vendor Partner files for bankruptcy protection or is acquired by an independent third party. Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the solicitation). Any termination shall not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Termination for Default: If either party is in default under this contract, it shall have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency shall not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner shall be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience. The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

1. The Vendor Partner provides material that does not meet the specifications of the contract;
2. The Vendor Partner fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor Partner fails to complete the work required or to furnish the materials required within a reasonable amount of time;

4. The Vendor Partner fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Vendor Partner will not or cannot perform to the requirements of the contract;
5. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have equal or lesser volume.
6. The Vendor Partner fails to observe any of the terms and conditions of the contract;
7. The Vendor Partner fails to follow the established procedure for purchase orders, invoices, and receipt of funds as stipulated by the AEPA Member Agency.

Termination for Non-Appropriation: Any individual Buyer's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor Partner and shall be final.

Title and Risk of Loss: The title and risk of loss of material or service shall not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery unless otherwise provided within this document.

Trade-in Equipment: Equipment for trade-in shall be dismantled by the Vendor Partner and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the Vendor Partner shall be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the solicitation and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

Type of Solicitation: Due to the various types, kinds and levels of products and services solicited by AEPA in its solicitations; the various pricing methodologies and/or methods utilized and offered to price the various products and services offered; and the type of contracts that results from any one of AEPA's solicitations, AEPA has established the following types of solicitations.

1. **Catalog Bid:** A catalog bid is utilized when the products and /or services solicited are clearly identified with set and specific characteristics, attributes, and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Catalog for specific products, product lines, manufacturers, or category of products as determined by the Bidder. See the Pricing section for detailed information on Catalog pricing.
2. **Line Item Bid:** A Line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variable and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solutions' cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See the Pricing section for detailed information on Line-Item pricing.
3. AEPA also uses Request for Proposal (RFP) for certain service/goods categories in accordance with AEPA bylaws and procedures.

Vendor Partner: Respondent who has been approved and awarded a contract for the delivery of construction, tangible personal property, supplies, or services in response to this solicitation.

Vendor Partner Contact: Vendor Partner will designate one individual who will represent them to the AEPA, its AEPA Member Agencies during the contract period. This contact person will correspond with each AEPA Member Agency for technical assistance, problems, or questions that may arise. If other staff, distributors and/or independent Vendor Partners will be performing the

sales or support functions for different geographical areas (states), Vendor Partner shall include instructions and contact information that can be distributed to AEPA Member Agencies upon approval of this bid.

Warranty: Vendor Partner warrants that all commodities, supplies, materials, equipment, software, and service delivered under this contract shall conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum 12-month manufacturer's warranty that includes parts and labor unless otherwise specified and agreed to. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser to reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.

**Invitation for Bid
AEPA #022 - A
FURNITURE**

Part B – Technical Specifications

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1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 29) in the category of Furniture.

- a. Respond to request from a number of different types of educational, governmental and public institutions seeking a broad-line of furniture options and the necessary resources and capabilities to acquire, deliver and provide installation services to all participating member states
- b. These parts and supplies will include but are not limited to:
 - a. Ancillary Furniture: A comprehensive catalog selection for an agency’s less-formal settings (lounges, in-between spaces, patios, etc.) including but not limited to: lounge chairs, coffee tables, side chairs, benches, sofas, end tables.
 - b. Technology Support/Audio-Visual: A comprehensive catalog selection for technology based environments (classroom, meeting rooms, conference rooms, lounges, libraries).
 - c. Soft Seating: A comprehensive catalog selection for areas including, but not limited to, lounges, flexible learning spaces, reception.
 - d. Classroom: A comprehensive catalog selection including, but not limited to, case goods, desks, tables, seating/chairs (stacking, multiple and single use, flexible), accessories, vertical surface attachment panels and accessories, acoustical wall treatments, work surfaces.
 - e. Early Childhood/Pre-K: A comprehensive catalog selection including, but not limited to, case goods, desks, seating/chairs (stacking, multiple and single use, flexible).
 - f. Office: A comprehensive catalog selection including, but not limited to, case goods, tables (folding, fixed, mobile), desks, seating/chairs (stacking, multiple and single use, flexible), workstations.

- g. Storage: A comprehensive catalog selection including, but not limited to, cabinets (stationary and mobile), filing systems (high-density, lateral, vertical), bookcases.
 - h. Special Furniture: A comprehensive catalog selection including but not limited to: Cafeteria; Science Laboratory; Art; Career and Technical Education; Music Furniture and Storage.
 - i. Library/Media Center: A comprehensive catalog selection.
 - j. Other
- c. Types of services may include, but are not limited to design and layout services, fabric and color design services, installation, and any other related products and services or solutions.

All products offered must be considered new, unused, of the latest design and technology and from the most current and popular furniture product lines available.

AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of furniture products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Respondents whose business concentrates on subset of categories as listed in 1.b.

2. Type of Bid

AEPA requests Respondents to submit primary pricing in the form of either “catalog pricing,” or “line-item pricing.” This category is constructed in the form checked below. An explanation of each can be found in the table below. Additional information on permissible pricing strategies can be found in Part A – General Terms and Conditions under “Pricing.”

This bid is considered a:

YES	NO	TYPE OF BID
X		CATALOG: A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Respondent offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Respondent. See Pricing section for detailed information on Catalog Pricing.
	X	LINE ITEM: A line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product’s or solution’s cost is derived by the Vendor Partner specially prepared and providing a quote based on the project’s terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.

3. Anticipated AEPA Member Agency Participation

State	Participate?	Other States Member Sells In
California	Yes	AZ, NV
Colorado	Undecided	
Connecticut	Yes	ME, NH, NY, RI, VT
Florida	Yes	AL
Georgia	Yes	
Illinois	Yes	
Indiana	Yes	
Iowa	Yes	SD
Kansas	Yes	OK
Kentucky	Yes	AL, LA, MS, NC, TN
Massachusetts	Yes	

Michigan	Yes	
Minnesota	Yes	SD
Missouri	Yes	AR, LA, SD
Montana	yes	ID
Nebraska	Yes	
New Jersey	Yes	
New Mexico	Yes	
North Dakota	Yes	
Ohio	Yes	
Oregon	Yes	
Pennsylvania	Yes	DE, HA, MD, NY
South Carolina	Yes	NC
Texas	Yes	
Virginia	Yes	
Washington	Yes	AK, ID
West Virginia	Yes	
Wisconsin	Yes	
Wyoming	Yes	SD,UT

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Vendor Partner. Each AEPA Member Agency will make that determination after reviewing Vendor Partner responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

4. Anticipated Volume

022-A Furniture is a currently held category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately \$10,000,000 million in sales in the first contract term. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). This information is provided as an aid to Respondents in preparing responses only. It is not to be considered a guarantee of volume under this IFB. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

5. Voluntary Pre-Bid Conference Call

AEPA will host a voluntary pre-bid conference call for any interested Respondents or potential Respondents. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Bid Conference Call Schedule (All Categories) – August 12, 2021

Solicitations	Eastern	Central	Mountain	Pacific
022-A Furniture	11:00 AM	10:00 AM	9:00 AM	8:00 AM
022-B Health & Wellness	11:30 AM	10:30 AM	9:30 AM	8:30 AM
022-C Institutional Kitchen Equipment	12:00 PM	11:00 AM	10:00 AM	9:00 AM
022-E LED Lighting	1:00 PM	12:00 PM	11:00 AM	10:00 AM
022-F Event Seating & Staging Solutions	1:30 PM	12:30 PM	11:30 AM	10:30 AM
022-G Technology	2:00 PM	1:00 PM	12:00 PM	11:00 AM

Conference Call Number/Online Connection:<https://us02web.zoom.us/j/89655631428?pwd=Qno1L1cxcdhwNjZvZzErMzZmYWtyQT09>**Conference Call Code:** g1QWHk**Dial In Information:**

+1 312 626 6799

Meeting ID: 896 5563 1428**Passcode:** 691841**6. Standard Specifications**

Item	Description
6.1.1.	The Vendor Partner will have access to a full inventory of the awarded product line.
6.1.2.	The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.
6.1.3.	Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Vendor Partner will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.
6.1.4.	Vendor Partners must be a manufacturer's authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer's approved channels. Products that result from new authorized sales and service dealer arrangements between the Vendor Partner and the manufacturer during the term of this contract may be added and offered through the AEPA contract.
6.1.5.	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.
6.1.6.	If the Vendor Partner intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Vendor Partner must identify all providers and any and all associated costs with these providers.
6.1.7.	Optional services must be identified separately, and must include clear descriptions of proposed services.
6.1.8.	Vendor Partners must be able to supply paper or digital catalogs where requested. The catalog shall have a cover label indicating that the catalog's contents are available through the participating Member Agency and the AEPA contract. The label shall identify the agency's contract number, discount level(s) and any special ordering instructions.
6.1.9.	Packing slips shall accompany all deliveries and shall contain Buyer's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.
6.1.10.	Orders not filled and partials shall be indicated on the packing list. Vendor Partner shall inform member of anticipated availability date for unfilled and partial orders.
6.1.11.	All products sold by the Vendor Partner must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested. Vendor Partner may offer reconditioned products as a Voluntary Alternate; such items shall be marketed and labeled as being reconditioned.
6.1.12.	Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and on the web site (if applicable).
6.1.13.	Vendor Partner has the option to offer private label products. Vendor Partner shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.
6.1.14.	If the Vendor Partner makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Vendor Partner agrees to pay for cost of any returned product due to a pricing error.

Item	Description
6.1.15.	Vendor Partner shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.
6.1.16.	FOB Destination Freight Added to Invoice - vendor must quote shipping to agency prior to PO approval.

7. Product | Category Specific Specifications

Item	Description
7.1.1.	Products shall meet or exceed all appropriate established codes and standards regarding durability, performance, and life safety including warning labels, safety devices, guards, etc., required to meet fire codes and safety standards recognized and established by state agencies, federal agencies, industry, councils or organizations.
7.1.2.	All products, supplies, parts, and related accessories must be new, and not have been previously used, and must be current and actively marketed products by the manufacturer's authorized dealers. The above must conform to manufacturer specifications and shall be of new manufacture and in current standard production.
7.1.3.	Offer a selection of standard products with a variety of options of finishes and materials and an extensive line of accessories and options to enhance the products and services offered.
7.1.4.	Provide product specification sheets and installation directions with all products, supplies and related accessories.
7.1.5.	Notify AEPA and its participating agencies immediately of any equipment or product recalls. The vendor will issue a credit or comparable substitute for any delivered, recalled product at the participating agencies' discretion. All costs associated with voluntary and involuntary equipment and product recalls shall be borne by the vendor
7.1.6.	All deliveries must occur during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Respondent.
7.1.7.	Respondents will be expected to process and ship orders to various destinations. Each order shall be delivered based upon the needs of the participating agency. Delivery shall be made in accordance with the instructions from each participating agency.
7.1.8.	Participating agencies shall be relieved from risks or loss or damage to all equipment purchased or leased during shipment prior to equipment receipt and/or installation at the agencies' designated location. Participating agencies will be responsible for risks of loss or damage to the equipment once it has been delivered/installed and accepted by the agencies' representative. Respondents shall demonstrate they have informed the customers of this responsibility prior to order placement. The Respondent will pay return shipping and give full credit on any defective product within 30 business days. All products must be 100% guaranteed.
7.1.9.	Invoice all items directly to participating agencies.
7.1.10.	Respondent must be able to provide detailed and specific information regarding product specifications including at minimum: <p>Product Material: Description of the materials that make up the legs, support brackets, bins, seat, ergonomic details, grommets, drawers, mechanisms, casters, fabric, and any other facet of the products general composition.</p> <p>Product Measurables: Description of the furniture's: height, weight, adjustable height, surface areas, shipping size, and packaged weight.</p> <p>Product Options: Please indicate all of the options that are available for each product category in your catalog such as: type of surface, finish, size, seat count, additional features, or varied materials within the same product line.</p> <p>Environmental Features: Description of recycled content</p>

Design Layout and/or Installation Services (Response is OPTIONAL)

Item	Description
7.2.1.	Pricing for design layout and/or installation is either by hourly rate or percentage of project cost. The Respondent must outline the option that applies to their response in Part F – Discount & Pricing. If the Respondent charges for installation by a method other than hourly or percentage, a

Item	Description
	complete explanation and breakdown of how charges are calculated must be included with the proposal.
7.2.2.	Possession of and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance, design, delivery and installation of any and all products and services in response to this solicitation. A Respondent must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested.
7.2.3.	Possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased and installed. Product shall be installed by certified manufacturer installers.
7.2.4.	Installation times must be coordinated with the purchasing agency. All areas will be kept clean and free of debris. All packing materials and debris must be removed from the premises and properly disposed of at vendor's expense. The Respondent shall also be responsible for the cost of repairing any damage to existing work that is caused by them during the installation of their equipment. The Respondent must provide the purchasing agency with a list of participating agency required responsibilities for installation, prior to the start of installation.
7.2.5.	All personnel that are working in participating agencies' must be bonded and insured and follow any and all participating agencies' requirements for contractors and subcontractors.
7.2.6.	<p>Use of Subcontractors.</p> <ul style="list-style-type: none"> a. The Respondent is responsible for ensuring that all subcontractors who provide goods or services under this contract comply with the terms and conditions of the contract. b. A participating agency reserves the right to require that a subcontractor be removed from the contract. <p>Any damage done to the purchasing agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the purchasing agency.</p>
7.2.7.	All services must be 100% guaranteed. Any service provided, which does not meet the end users' expectations must either be redone until the end users' expectations are met, or the charges for the services are refunded to the end user.
7.2.8.	Installed furniture shall be placed, leveled and accurately fastened into place according to manufacturer's specifications. Vendors are responsible for obtaining dimensions via field measurements and other such data that may be required to assure exact fita .

8. Pricing

AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The Respondent must provide their pricing as requested utilizing the various pricing methodologies specified. **The Respondent/Vendor Partner must agree that they will offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume.** Please note the following that relate to pricing:

1. **Primary Pricing Strategies:** All Respondents will be required to submit "Primary Pricing" in the form of "Catalog Pricing" as defined in Part B. Respondents are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".
 - a. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Respondent offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Respondent.
 - i. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Respondents shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Respondent shall agree that there will be

no reduction in discount(s) during the term of the contract.

- ii. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
 - iii. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.
2. **Secondary Pricing Methods** Respondents are required to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:
- a. **Customized Price List:** Respondents are required to offer customized price lists to Participating Entities for items within the Respondent's Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line Item Bids). Customized price lists shall be allowed under the following conditions:
 - i. Items within the Vendor Partner's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
 - ii. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
 - iii. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
 - iv. Items may not include special order or customized service products unless agreed to by the Vendor Partner.
 - b. **Short Term Pricing Reductions/Incentives and Regional Promotions:** Respondents are invited, at their option, to offer a selection of products/services at greater discounts than those listed in the standard catalog or core list discounts. Special time-limited reductions are permissible under the following conditions:
 - i. The price reduction is for a specific period, no less than thirty (30) days.
 - ii. The reduction/incentive may be used to discount and liquidate close-out and discounted products/services if those items are clearly labeled as such.
 - iii. The original price for products/services is not exceeded after the time limit.
 - iv. The AEPA Category Committee and any affected AEPA Member state shall be notified of any special or time-limited price reduction.
 - v. New prices must be on record fifteen (15) days prior to any offer of the new priced being proposed or offered to AEPA Member Agencies and Participating Entities.
 - vi. Pricing for all items must be submitted to all affected AEPA Member Agencies in an electronic format so that specials can be posted to websites, emailed, and shared with Participating Entities/Buyers.
 - c. **Volume Price Discounts:** Respondents are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one time purchase, or annual spend), i.e. local city, county, school district(s), etc. and/or for large one time purchases. Additional volume price discounts are permissible under the following conditions: Discounts should be tiered and based on spend ranges as established by the Respondent on the Pricing Forms. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.

3. Part F - Pricing Workbook

- a. This bid category does not have a Core Item List.
- b. Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tables to be completed as follows:
 - i. F.1 – Catalog Discount (Required)
 - ii. F.2 – Price Schedule (Required)
 - iii. F.3 – Services Price Schedule (Optional)
 - iv. F.4 – Volume Discounts (Optional)

9. Evaluation

The AEPA Committee for this category will evaluate bid responses based on the entire response, and according to the criteria detailed in Part A for AEPA’s definition of Responsive and Responsible bids. A recommendation may be made to recommend a single response, or to recommend multiple Respondents based on differentiation of product or service between Respondents. AEPA will vote as a whole to accept or not accept a committee’s recommendation. Once accepted, each recommended bid response will go to the individual states for contract approval. Please note, pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members’ needs.

Below is a summary taken from the Evaluation section in Part A, F. Bid Evaluation, Approval and Award:

Evaluation Criteria
Cost Evaluation
Complete Response to Bid
Conformance to Bid Terms and Conditions
Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives With Equal or Lesser Volume
Quality and Suitability of Products Offered
Marketing Plan
Financial Viability
Demonstrated Track Record of Performance in the Public Marketplace
Value Added attributes



**Part C –
AEPA Member Agency (State) Terms and Conditions
AEPA Solicitation #022**

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1. AEPA Member Agency Terms and Conditions

A solicitation is being published and distributed on behalf of the Member Agencies in many states. Differences in contract implementation and operation will exist between the Member Agencies. Each state may have special laws relating to this procurement that must be adhered to in addition to the previously stated constraints. *When Member Agency/State-Specific Terms and Conditions differ from the AEPA General Terms and Conditions, the Member Agency/State-Specific Terms and Conditions will prevail in that Member Agency/State.*

2. Common Terms and Conditions

Active Promotion of Contract: Agencies require that the Vendor Partner take ownership and actively promote the contract in cooperation with the AEPA Member Agency to all of the Agencies' qualified Participating Entities.

Sales to Participating Entities: AEPA Member Agencies require that all awarded Vendor Partners offer the Member Agency contract opportunity to all qualified Participating Entities of the cooperative.

Legal Obligations: All Vendor Partners shall comply with all applicable Federal, State, and Local Laws, Codes, and Regulations while fulfilling the contract. It is the Bidder's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein.

Administrative Fees: AEPA Member Agencies charge Vendor Partners an administrative fee (a percentage of sales in their respective state or states that they extend the AEPA pricing to). Administrative Fees are generally paid to each Member Agency quarterly. Additional details of how these fees are charged may be found under each state's Terms and Conditions.

A summary of each State's Administrative Fee, any special terms and conditions, and special ordering process requirements are listed here for the convenience of the Bidders.

3. AEPA Member Agency General Overview Summary

AEPA Member Agency State	General			Ordering Process			Construction Products and Services										Potential Customers						
	Administrative Fee	Bid Security Required on bid due date	Special Reporting Requirements	Standard Ordering Process	Electronic Ordering	Special Ordering Process	Davis Bacon and State Wage Rates	Payment & Performance Bonds Required	Contractor's Licensing Required	Permits and/or Registration Required	Construction Project Cost Limitations	Participate in Construction Services	Participate in Construction Products Only	Products are taxable	Service is Taxable	K-12 Education	Higher Ed.	Private Schools	Non-Profits	Federal Agencies	State Agencies	Cities & Counties	
CA	2%	N	N	Y	Y	N	-	-	-	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	
CO	2%	N	N	Y	N	N	N	N	N	N	N	Y	Y	N	N	Y	Y	Y	Y	Y	N	Y	
CT	2%	N	N	Y	Y	N	Y	N	Y	Y	N	Y	Y	N	N	Y	Y	Y	Y	N	N	Y	
FL	2%	N	N	Y	Y	N	Y	N	Y	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	
GA	2%	N	N	Y	Y	N	Y	N	Y	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	
IA	2%	N	N	Y	Y	N		**			Y	Lim	Lim	n	N	Y	Y	Y	N	Y	Y	Y	
IL	2%	N	Y	Y	Y	N	Y	Y	Y	Y	Y	N	N	N	N	Y	Y	Y	Y/N	N	Y	Y	
IN	Var	N	N	N	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	
KS	2%	N	n	Y	Y	Y	Y	Y	Y	Y	N	Y	N	N	N	Y	Y	Y	Y	Y	Y	Y	
KY	2%	N	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	
MA	2%	N	N	Y	Y	Y	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	
MI	2%	N	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	TBD	Y	Y	
MN	2%	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y/N*	N	Y	Y	Y	Y	Y	Y	Y	
MO	2%	N	Y	Y	Y	N	Y	N	N	Y	N	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y	
MT	2%	Y	N	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	
NE	2%	N	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	N	N	Y	Y	
NJ	2%	N	N	Y	Y	N	Y	Y	Y	Y	Y	N	Y	N	N	Y	Y	Y	Y	N	N	Y	
NM	2%	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	
ND	2%	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y/N*	N	Y	Y	Y	Y	Y	Y	Y	
OH	2%	Y	Y	Y	Y	N	Y	Y	Y	Y	N	Y	N	N	N	Y	Y	Y	Y	Y	Y	Y	
OR	2%	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	
PA	2%	N	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	N	N	N	Y	Y	Y	Y/N	Y	Y	Y	
SC	2%	N	Y	Y	N	Y	Y	Y	Y	Y	N	Y	Y	Y/N*	Y/N*	Y	Y	Y	Y	N	Y	Y	
TX	2%	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	
VA	2%	N	N	Y	Y	Y	N	N	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	
WA	2%	N	Y	N	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y	
WV	2%	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
WI	2%	N	N	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	
WY	2%	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	

4. State Specific Terms and Conditions

1. California, Monterey County Office of Education (MCOE) – for the Programs CalSave and CalBuy

1. Governing Law and Venue

As described in Part A of bid Terms and Conditions, the laws of the State of California govern the Contract and prevail in the interpretation and administration of the Contract. California-specific Terms and Conditions prevail over any General Terms and Conditions. Each provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

The venue for any litigation arising out of or related to the Contract shall be with either the Superior Court in and for the County of Monterey, State of California or the Federal District Court for the Northern District of California, San Jose Division.

2. Authority

For California, this request for bids is issued under the authority of the elected Monterey County Superintendent of Schools, who administers the MCOE, located at 901 Blanco Circle, Salinas California, 93912. In this document, MCOE may be referred to as Agency, being distinct from other parties who may use this Contract who are hereinafter referred to as Local Education Agencies (LEAs), regardless of their hierarchy or their political and organizational status as schools or municipalities.

3. CalSave and CalBuy, Administration, and Agent

Contracts awarded and Awarded Contractors/Vendors will automatically be part of the CalSave and CalBuy programs, and by bidding a Vendor must agree to participate. CalSave is cooperative purchasing program founded by the Monterey County Office of Education and administered by the Epylon Corporation under an agreement with MCOE. MCOE is the lead agency for all Contracts, and the Monterey County Superintendent of Schools is the authority for the solicitation, evaluation and award of all Contracts. Epylon serves as MCOE's agent, but only the Monterey County Superintendent of Schools has the authority to award contracts. CalSave may also do business as CalBuy in certain jurisdictions. Correspondence and communication related to the Contract award or administration of the program should be directed to Epylon, 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

MCOE reserves the right to change agents or to change the contact name of existing Agent's personnel administering the Contract. If Agent or Agent's personnel change, Awarded Contractors/Vendors will be notified with new instructions.

4. Transaction Fees

Transaction Fees are the funding source for the operation of the self-supporting CalSave cooperative purchasing program. Awarded Contractors/Vendors shall be required to pay a Transaction Fee for all purchases by LEAs and other eligible entities made through the awarded Contract. For the purpose of this bid through Monterey County Office of Education and all Contracts awarded using this document, the Transaction Fee shall be 2 percent of Net Sales, which means gross sales less returns and canceled orders within 30 days, shipping and sales and other taxes (excluding taxes based on net income). Transaction Fees will not be charged to or paid by the buyers themselves. Neither Awarded Contractor/Vendor nor its designated authorized reseller(s) shall itemize any additional amount corresponding to the Transaction Fees in the awarded Contract prices. This Transaction Fee applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

Epylon will collect the full Transaction Fee on behalf of the CalSave and CalBuy programs, unless otherwise advised by Epylon. The Contractor/Vendor will make all participation fee payments within two weeks after sending the quarterly report. Checks are to be made payable to the Epylon Corporation and sent to 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

5. Non-Conforming Jurisdictions

Notwithstanding Section 4 (immediately above) no Transaction Fee is authorized to be charged to Awarded Contractors/Vendors for sales within any jurisdiction where prohibited by law or local- government policy. Instead, the cost of products, services, licenses, and goods sold under this Contract in such jurisdictions shall be the same as for all school districts in all other counties of California. However, any LEA using this Contract where Section 4 fees are not permitted shall be required to pay a 2 percent fee for use of the Contract, imposed by MCOE on the authority of Public Contract Code §20118 and §20652, which allows MCOE to charge reasonable costs to the public corporation or agency for furnishing the services incidental to the purchase of items under Contract.

6. Reports

The Contractor/Vendor will compile a quarterly report listing each purchase made by participating agencies and persons under this Contract, and send them by the 15th of April, July, October, and January to Racquel Landolf with the email address of rlandolf@epylon.com. These reports shall be in Microsoft Excel format and shall have file names that identify the Contractor/Vendor and the month being reported. The file at a minimum shall include the fields listed below and shall allow for sorting on any of these fields:

- Date of Order
- Name of Participating Agency (LEA)
- Description of Item and Services Purchased
- Manufacturer's SKU Number
- Quantity or Job Order Units
- Contract Unit Price
- Extended Price
- List Price Before AEPA Discount

7. Length of Term

The term of the agreement shall commence on the date of the award and continue as stipulated in General Terms and Conditions, unless terminated, canceled, or extended. Contract may be terminated by MCOE if LEAs have not used the Contract in any 12-month period, or

if orders from participating LEAs do not total \$10,000 in any 12-month period. California statutory term limits and extensions shall apply. In no case will the Contract be in force for more than three years at one time.

8. Marketing and Advertising Under This Agreement

Vendor will actively promote the use of this Contract by LEAs in California. Vendor must comply with the marketing plan offered as part of its bid submission. Unless other arrangements are made with the CalSAVE Administrator, Vendor also agrees to perform the following:

- Include the approved CalSAVE logo and web address in all print, electronic mail and other advertising and promotion intended for release to California K-12 schools, excluding national marketing releases.
- Provide CalSAVE with a copy or proof sheet of the advertisement or promotion material. Vendor will provide CalSAVE with date of release and name of publication, journal, etc.
- Place a CalSAVE Vendor sign on booths, tables, etc. of any or all exhibits for which the Vendor displays/participates at California tradeshows, conventions, and the like.
- Insert the approved CalSAVE logo and web address on any Vendor's web site promoting the Contract or a specific CalSAVE landing page and providing a link to the CalSAVE website.
- Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by CalSAVE for inclusion on the CalSAVE website.
- Vendor agrees to cooperate in developing appropriate website content to promote its products, services, and their advantages to school districts.
- Requested materials will be submitted to CalSAVE within 30 days.

9. Conformance to Public Contract Code §20111

An award by the Monterey County Superintendent of Schools under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code §20111 and §20650 or other California code sections as may be allowed by law. Awards shall include allowance for installation and assembly services incidental and necessary to the use of the equipment, materials, supplies and repairs purchased or leased.

10. Conformance to Public Contract Code §20118 and §20652

All public agencies (LEAs) are authorized by law to purchase off a Contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code §20118 and §20652. Using these statutes, the Monterey County Office of Education hereby declares its intent and authorization to make all Contracts awarded under this Contract "piggybackable" by other agencies in the state. The Agency waives any right to receive payment from other California agencies making purchases off the awarded Contracts and those agencies will make payment directly to the vendors. Any legislative changes to Public Contract Codes §20118 and §20652 during the term of the Contract(s) with Award Vendor(s) shall apply to the Contract(s) immediately when such changes become law.

11. Piggyback and Standard School Supply & Equipment Authority

The Monterey County Office of Education declares that items, materials, personal property, equipment, and licenses under Contract as a result of this Invitation to Bid will qualify as items to be included within its Standard School Supply and Equipment List. Because many County Offices of Education have banded together to create both the EdBuy and the CalSAVE programs for the purpose of collectively creating both a standard School Supply & Equipment List and cooperative contracts, the items solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating County Offices of Education and County Superintendents of Schools. Purchases by other County Offices of Education and LEAs may be made, not only in accordance with Public Contract Code §20118 and §20652, but also in accordance with Education Code §38110 and §38112 dealing with cooperatives and Standard School Supplies & Equipment.

12. Intended for Personal Property

An award by the MCOE under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code §20111 and §20650. Awards shall include allowance for installation and assembly services incidental and necessary for use of the equipment, materials, supplies and repairs purchased or leased. When any services or repairs fall into a category of Public Works as defined in Public Contract Code §22002, an LEA may be required to conduct a separate bid for labor and services, but may use this Contract for an unlimited dollar amount for any supplies, materials, equipment or personal property to be staged and ready for use in a local Public Works project. Other rules may apply in the event an MCOE Contract award is converted to a California Multiple Awards Schedule (CMAS) Contract.

13. Public Works Limitations

When Public Works services cost \$15,000 or more, an LEA, under most situations, must bid itself independently for the services and labor related to the public work, but may use this Contract for the contracted supplies, material or equipment related to the project. If circumstances allow, LEAs may also combine this competitively bid Contract with other alternative authorities for Public Works projects as may be allowed by law, such as Public Contract Code §22030, Education Code §17406 or Government Code §1466. LEAs may consult with their own legal counsel to see if such statutes apply to their Public Works projects.

14. Job Order and Unit Price Contracting

Notwithstanding, Sections 9 through 13, the Awarded Contractors/Vendors and any authorized resellers or subcontractors, may extend bid pricing to other agencies in California, including school districts, community colleges, state colleges, cities, and counties to the extent allowed by law under job-order-contracting statutes, including but not limited to Public Contracts Codes §20919.20 through §20919.33, §20665.20 through §20665.35 and §10710. Agency allows any school district, college, or agency to use this Contract and its

competitively bid unit pricing as an alternative to other contracting procedures that the school district or agency is otherwise authorized or required by law to use. In using this Contract and pursuing a job-order-contracting project, a participating agency is obliged to conform to contracting steps spelled out in their respective code sections, state college trustee policies, or local board policies.

15. Start Date

Once the award is made to the contractor/Vendor and signatures have been placed on the Contract from both parties, the Awarded Contractor/Vendor is authorized to begin selling to eligible agencies. MCOE will begin informing LEAs of the Contract once the Contract has been signed.

16. Posted Prices and Requests for Quotes

The Awarded Contractor/Vendor, in cooperation with MCOE's agent, must make provision for LEAs to quickly ascertain bid prices by posting prices, posting a link or contact for prices, distributing catalogs and price lists, responding to requests for quotations, or participating in eCommerce. (The 2 percent Transaction Fee on all sales is a cost of doing business to the Vendor and the requirement for the fee is publicly disclosed in these bid documents for the edification of all buying agencies and LEAs. Transaction fees should not appear as a line item on a quotation or on listed bid pricing. The final price quoted or displayed must be inclusive of the participation fee on all pricing and quotations.

17. Submission of Orders and Delivery

After entering into an agreement with MCOE, an LEA electing to use this Contract will enter into a Separate Contract with the Vendor by way of a purchase order or separate contracting document ("Separate Contract"). Purchase orders will be issued by participating LEAs to Contractor/Vendor.

LEAs will fax or mail purchase orders directly to the CalSAVE office fax at (866) 488-3729), unless other arrangements have been made and agreed to by the CalSAVE Administrator. LEAs may also use Epylon eCommerce software for transmission of purchase orders. Standard business practice is for all purchase orders received by 3:00 p.m. Pacific Time to be logged and forwarded to the appropriate Vendor on the same day received unless unusual circumstances occur. It is the responsibility of the awarded/Vendor Contractor to track any purchase order received directly from an LEA, and to include that order on quarterly reports.

Awarded contractor/Vendor will deliver goods, services and corresponding invoices directly to the participating LEAs and receive payments directly from the participating LEAs as per bid specifications.

18. Conversion to a CMAS Contract

Because of multiple-award provisions, this Contract may qualify for adoption as a California Multiple-Award Schedule Contract. If the Vendor uses this MCOE Contract for the purpose of obtaining a separate CMAS Contract from the State of California, the Vendor is responsible for paying both the CMAS fee and the 2 percent Transaction Fees described in Section 4 and 5 for all orders submitted under the authority of the CMAS program. In exchange for this fee, the Vendor is given a license to use and duplicate MCOE/AEPA Terms and Conditions for the purpose of applying for a CMAS Contract. Also, CalSave or CalBuy will post pricing allowing prospective buyers to check for pricing that is compliant with the MCOE Contract and CMAS requirements. Vendor must comply with MCOE's quarterly reporting requirements. Public records of sales through CMAS will be used to verify quarterly reports and sales made through the CMAS program.

19. Other Agencies Right to Purchase

CalSave and CalBuy are self-supporting contracting programs. Contracts are made available to all California public school districts, private and non-public schools registered with a county office of education or state Department of Education, charter schools, community college districts, eligible state agencies, non-profits (particularly those such as PTAs buying on behalf of schools or government), and any other agency allowed by law – all referred to as LEAs.

Subject to the following terms and conditions, the Monterey County Office of Education (MCOE) consents to LEAs purchasing items at the same unit price(s) or pricing formula under the terms and conditions of this Contract, as may be authorized by Sections 20118 and 20652 of the Public Contract Code or other legal authority:

Any other agency (LEA) authorized by law to use this Contract for its own purchase(s) from the Awarded Contractor/Vendor or their authorized resellers shall by default enter into a standard agreement with MCOE, which *inter alia* will include the terms, conditions, and information set forth in this paragraph and paragraphs below.

After entering into a standard agreement with MCOE, another Agency electing to use this Contract will enter into a separate contract or purchase order ("Separate Contract") with the contractor/Vendor. The Separate Contract is subject to and includes and/or incorporates all applicable terms of this Contract and the specific requirement that the Awarded Contractor/Vendor comply with the provisions set forth in the paragraph regarding payment of the 2 percent Transaction Fee (or the non-conforming jurisdiction fee) to be collected by the Epylon Corporation. MCOE will not be a party to any Separate Contract but will be considered a third-party beneficiary of such Separate Contract.

The Awarded Contractor/Vendor understands and agrees that failure or refusal to comply with the provisions set forth in this agreement regarding payment of the 2 percent Transaction Fee in conjunction with any Separate Contract or any other use of this Contract by an "Other Agency" is grounds for cancellation of the Contract. The Contractor/Vendor also understands and agrees that if the Contract is cancelled for this or any other reason, MCOE may give notice of such cancellation by any other means appropriate to inform LEAs of that cancellation.

The MCOE waives any right it may have to require any LEA using this Contract to draw its warrants for the purchase(s) in its favor and consents to each agency making such payment(s) directly to the contractor/Vendor.

Sales tax and freight/shipping charges included in the Contract apply to the MCOE only. Additional sales tax and freight/shipping charges may be required on purchases by any LEA and are outside the scope of this Contract, unless specifically addressed elsewhere in Part A or Part B of the Terms and Conditions.

This Contract and any Separate Contract are for the purchase of the items covered by Contract. An LEA may, however, exercise its authority under Education Code section 17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be

owned by, it pursuant to any Separate Contract. The contractor/Vendor agrees to take any and all actions requested by any LEA that are necessary to effect any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.

Both the contractor/Vendor and any LEA using this Contract agree that the MCOE makes no representation that use of this Contract by any Other Agency is, in fact, authorized by law. In this regard, the MCOE suggests that, at a minimum, Contractor/Vendor and any LEA considering such use consult with their own legal counsels before doing so.

Both the contractor/Vendor and any LEA using this Contract agree to defend, indemnify and hold the MCOE, the Monterey County Superintendent of Schools, and the Monterey County Board of Education and its members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.

MCOE reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term, or condition of the contract. MCOE will issue written notice to the contractor for acting or failing to act in any of the following:

- The Vendor fails to adequately perform the services set forth in the contract
- The Vendor fails to make progress in the performance of the contract and/or gives MCOE reason to believe that the contractor will not or cannot perform to the requirements of the contract
- The contractor fails to observe any of the terms and conditions of the contract
- The contract fails to pay Transaction Fees
- The contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the MCOE

MCOE shall follow the following procedure if the contract is to be terminated:

- Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s).
- Step 2 - Issue a letter of intent to cancel the contract, if the problem(s) is not resolved by a given date.
- Step 3 - Issue letter to cancel the contract. Upon receipt of the written notice of concern, the contractor shall have ten (10) business days to provide a satisfactory response to MCOE.

Failure on the part of the contractor to address adequately all issues of concern may result in contract cancellation.

20. Other Agencies, Constitutionally Independent Agencies, & Out-of-State Agencies

Other agencies and out-of-state agencies and LEAs may use the Contract as allowed by California Government Code §6502, which says, "If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies."

2. Colorado, Colorado BOCES Association (CBA)

A. Additional Agency Terms and Conditions

Advertising: CBA will require a marketing flier, in electronic format, and timely updates from each vendor promoting the contract and AEPA/CBA relationship. CBA will assist in the development of the marketing flier and other appropriate materials which will include logos representing the vendor/AEPA/CBA. This flier will be for distribution and dissemination to all qualified customers through the CBA website and other appropriate and available methods.

Sales to Qualified Customers: Boards of Cooperative Educational Services (BOCES) in Colorado are legislatively created cooperative organizations directed by Colorado state statute 22-105 to serve all qualified agencies in a cooperative manner. BOCES are governed by publicly elected officials and by state and federal laws. No agency is obligated to use these services and contracts, but they find the benefits of low price and the satisfied bidding process most advantageous. Qualified agencies in Colorado include all public or private educational institutions, K-12 and higher education, all non-profit organizations, and all county or local governmental agencies. CBA requires that all participating vendors offer the Agency contract opportunities to all qualified customers.

B. Procedure for Processing Orders: Once the award is made to the vendor.

- CBA will inform its members of the contract by:
 - i.* Including the contract in the agency database that is available on the CBA website
 - ii.* Announcing the award through normal communication channels, CBA member presentations as well as regular electronic and direct mail communications.
 - iii.* Offering the opportunity to the vendor to publish their marketing information on the CBA website link to cooperative purchasing opportunities.
- A listing of CBA members, institutional names, contact names, addresses and phone numbers is available to the vendors through the CBA website. At this point the vendor must contact the members and qualified customers; and the customers have the right to contact the vendors directly. Note: CBA requires the awarded vendors to take ownership and actively promote the contract in cooperation with CBA to all members and qualified customers.
- When the customer identifies a desired product or service as available through the AEPA/CBA contract and agrees on price as presented to the customer by the awarded AEPA/CBA vendor, the customer then issues to the vendor a purchase order for that item or service.
- The awarded price must include an additional two percent (2%) administrative fee in the total cost (not as a separate line item), based on the total cost of goods and services including installation. This fee is to be forwarded by the vendor to CBA after the sale and payment is made to the vendor. Payment shall be made to CBA on a quarterly basis along with the complete sale report as specified in the general terms and conditions.
- The sale and transaction may continue without delay or anticipation of the CBA denial of said transaction.
- The administrative fee percentage (2%) is based on the total sale of goods and services including installation and must be included in the original cost quoted to the customer. In the event of a lease, the total administrative fee for the value of goods and services shall be paid to CBA by the vendor at the front end of the lease.
- Vendor makes all deliveries and installation of products and services. CBA does not warehouse items nor provide services.

3. Connecticut, Capitol Region Education Council (CREC)

A. ADDITIONAL MEMBER AGENCY GENERAL TERMS AND CONDITIONS

Affirmative Action - The Contractor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to be an "affirmative action-equal opportunity employer."

Applicability of Contract Provisions to Connecticut Participants - The Capitol Region Education Council (CREC) is the AEPA Member Agency. Any entity that uses the contract awarded by CREC under this document is referred to as a "Participant." The bidder that is awarded the contract by CREC is referred to as the "Contractor."

Conflict of Interest

The Contractor shall disclose any relationship with a CREC employee that would not be considered an "arms-length" or independent transaction, as described below. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

A CREC employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", a CREC employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that a CREC employee made a purchasing decision which appears to be based upon a personal relationship between the CREC employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between a CREC employee and a vendor, (2) when there exists the potential for a personal benefit to a CREC employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

In addition, the Contractor shall, if given a copy of the potential Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential Participant any relationship that would not be considered an "arms-length" or independent transaction with that Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential Participant.

Determination of the existence of a conflict of interest does not prohibit CREC and/or a Participant from entering into the contract and purchase order, respectively.

Financing Arrangements - Any financing arrangements (including lease purchasing arrangements) will be made directly between the Contractor and a Participant. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Participant that is interested in such an arrangement. Each Participant should seek its own legal advice prior to entering into a financing arrangement. CREC must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. CREC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Contractor and the Participant only.

Freedom of Information Act - The Contractor acknowledges that CREC and some Participants are subject to the Freedom of Information Act, Connecticut General Statutes Sections 1-200 et seq., and submitted to CREC and/or such Participants may be made available to the public under the provisions of the Freedom of Information Act.

Incorporation of Bid Documents - The bid documents, including all appendices executed by Contractor that have been accepted by CREC (the "Bid") are specifically incorporated into this Contract.

Independent Contractor - The Contractor shall not be held or deemed in any way to be the agent or employee of CREC and/or a Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

Marketing and Advertising - Contractor agrees to provide CREC with a copy or proof sheet of all advertisements, customer communications or promotional material for prior approval.

Modification to Bid Language in the AEPA Invitation for Bid - The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or persons making any proposal for the same items, that it is in all respects

fair and without collusion or fraud and that no person acting for or employed by CREC or a Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits therefrom.

A. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR NON-CONSTRUCTION PRODUCTS AND SERVICES

None

B. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR CONSTRUCTION PRODUCTS AND SERVICES

CT Commission on Human Rights and Opportunities

Municipal Public Works contracts funded in whole or in part by the State of Connecticut are subject to contract compliance requirements and set-aside goals as follows:

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

C. PROCEDURES FOR PROCESSING ORDERS

- A. Purchase orders will not be accepted or processed by CREC. All business will be contracted directly with the Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.
- B. To the extent not otherwise described in this document, once a purchase order is issued by a Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such Participant, unless specifically identified as applying to CREC only.

D. AGENCIES ALLOWED TO PURCHASE UNDER THE MEMBER AGENCY

There are 169 school districts in Connecticut and all are eligible for membership. No district is obligated to use these services. Additional members may include other public educational institutions, public colleges or universities, community colleges, vocational or technical schools, municipal governments, and other governmental, quasi-governmental, or non-profit organizations.

Work in Other States

CREC is making the CT AEPA contract available for vendors to use in all New England states – CT, ME, NH, RI, VT – and New York, and any other state without AEPA member representation. Our contract is also available in MA for vendors who TEC has been unable to sign with.

Sales made in any of these states using the AEPA contract are to be reported to CREC, with the 2.0% administrative fee made payable to CREC. The Contractor must advise CREC its intent to use the contract in any of these states.

All Terms and Conditions for Connecticut apply to work in these states. It is the Contractor's obligation to ensure that the purchaser fully understands the AEPA contract, including whether it is allowable under applicable state regulations.

4. Florida, Panhandle Area Education Consortium/Florida Buy Purchasing Program

A. Additional Agency Terms and Conditions

Vendor Contact: Vendor will designate to the Panhandle Area Educational Consortium Florida Buy, one individual who will represent them during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise, including instructions if different contacts for different geographical areas are needed. This information will be distributed to all school districts upon award of this bid. Vendors may use this contract to sell products or services in addition to school districts to any government agency, non-profit organizations or institutions.

Vendor agrees to abide by all federal, state and local laws and regulations. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them.

All terms and conditions may be modified and revised by PAEC Florida Buy with the written consent of both PAEC Florida Buy and the Awardee.

PAEC Florida Buy, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.

Other state and public agency purchasing program agreements may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.

No right or interest in the Contract shall be assigned or transferred by the Contractor without the prior written consent of the PAEC Florida Buy program. No delegation of any duty of the Contractor shall be assigned without prior written permission of PAEC Florida Buy. If the original Vendor/Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. PAEC Florida Buy reserves the right to reject the acquiring person or entity as a Vendor/Contractor. A change of name agreement will not change the contractual obligations of the Vendor/Contractor.

The Awardee, may, upon entering into negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.

B. Procedures For Processing Orders

Once the award is made to the Vendor, PAEC Florida Buy will inform all school districts of the contract by:

1. Including the award information on the PAEC Web site at www.floridabuy.org
2. Announcing the award in its PAEC Florida Buy website
3. Announcing the award via electronic mail to all members

Any members, contact names, addresses and phone numbers will be available at the PAEC Web site www.floridabuy.org. At this point, the Vendor may contact the members and the members may contact the Vendor. The member will identify a desired product or service available through the AEPA contract and agrees on the price and conditions as presented to the member by the awarded AEPA Vendor. The member then issues to the Vendor a purchase order for that item or service. The purchase order must include an additional (2%) administrative fee built into the total invoiced cost, based on the total costs of good, services and installation. A final copy of the customer purchase order or sales summary must be sent to PAEC Florida Buy by the Vendor after completion of the service or installation. The Vendor has (30) thirty days to forward this purchase order. This will insure compliance of the contract.

Vendor makes all deliveries and installations of products and services. PAEC Florida Buy does not warehouse items. All participating Vendors agree to and are subject to audit proceedings of the AEPA sales to members.

The Vendors price will include a (2%) administrative fee that the Vendor shall collect from the member and remit to PAEC Florida Buy on a quarterly basis. The Vendor will produce and provide to PAEC Florida Buy quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall identify the Vendor and the quarter being reported, shall include a minimum of the fields listed below:

1. Date of Order
2. School district
3. List or academic price sales totals
4. PAEC Florida Buy price sales totals

5. Member savings total

Quarterly reports and administrative fee payments to PAEC Florida Buy are due the 15th of the succeeding month, and all checks are to be made payable to the Panhandle Area Educational Consortium and sent to: PAEC, 753 West Blvd, Chipley, Florida 32428 and Attention: Florida Buy. PAEC may designate another agent for collecting and administrative fee that will be negotiated with Vendor for e-commerce transactions.

C. Agency Members Purchasing Under The Member Agency

The Panhandle Area Educational Consortium is a fourteen-member consortium that includes a voluntary purchasing program developed for schools in Florida. All other school districts in Florida are participating members in the programs of the Panhandle Area Educational Consortium (PAEC), including participation in the statewide cooperative purchasing program. Agencies that use this contract will be in compliance with FS1001.42. PAEC was established to provide easily accessible information for our member and participating public school districts and the communities we serve. Since the creation of PAEC in 1967, our school districts have benefitted from shared services made available through leading edge technology. While school districts access our teaching and learning, training and technology, and business operations services in varying degrees of need, all come for the mutually beneficial purpose of reaching their goals together.

5. Georgia, Cooperative Purchasing Agency (CPA)

1. General Overview

- a. Cooperative Purchasing Agency is now the AEPA representative for the state of Georgia. In Georgia we advertise our bids on the state procurement registry website: <http://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments>
- b. In 1971 several small school systems in North Georgia decided to work together & form **Cooperative Purchasing Agency (CPA)**, a non-profit organization built by & for the school systems to combine their purchasing power. As a division of North Georgia, Northeast Georgia, & Pioneer RESA; Pioneer RESA serves as our fiscal agent and as such we currently show up on the Georgia Procurement Registry as Pioneer RESA. CPA serves as a purchasing agent for classroom & office supplies for its 35-member school systems plus neighboring ones who choose to take advantage of cooperative buying. CPA also serves as a recipient agency for USDA commodities that member systems receive through the USDA school lunch program. In addition to items included in our catalog & website, CPA has access to brands, custom items, & entire product categories that meet systems' office & classroom needs – including furniture options (indoor & outdoor), playground equipment, shelving installations, print supplies, & more.

2. Additional Participating Agency Terms and Conditions for Construction Related Products and Services

- a. Georgia requires all local school boards to post any bids requiring capital improvements / public works construction over \$100,000.00 to be posted on the Georgia procurement website, regardless of who they are purchasing through.

3. Local Government Provisions - Provisions Applicable to Counties, Municipal Corporations, And Other Governmental Entities

§ 36-91-20. Written contract required; advertising; competitive sealed bidding; timing of addendums; prequalification

- a. All public works construction contracts subject to this chapter entered into by a governmental entity with private persons or entities shall be in writing and on file and available for public inspection at a place designated by such governmental entity. Municipalities and consolidated governments shall execute and enter into contracts in the manner provided in applicable local legislation or by ordinance.
- b. Prior to entering into a public works construction contract other than those exempted by Code Section 36-91-22, a governmental entity shall publicly advertise the contract opportunity. Such notice shall be posted conspicuously in the governing authority's office and shall be advertised in the legal organ of the county or by electronic means on an Internet website of the governmental entity or an Internet website identified by the governmental entity which may include the Georgia Procurement Registry as provided by Code Section 50-5-69.
 - i. Contract opportunities that are advertised in the legal organ shall be advertised a minimum of two times, with the first advertisement occurring at least four weeks prior to the opening of the sealed bids or proposals. The second advertisement shall follow no earlier than two weeks from the first advertisement.
 - ii. Contract opportunities that are advertised solely on the Internet shall be posted continuously for at least four weeks prior to the opening of sealed bids or proposals. Inadvertent or unintentional loss of Internet service during the advertisement period shall not require the contract award or bid or proposal opening to be delayed.
 - iii. Contract opportunities that will be awarded by competitive sealed bids shall have plans and specifications available on the first day of the advertisement and shall be open to inspection by the public. The plans and specifications shall indicate if the project will be awarded by base bid or base bid plus selected alternates and:
 1. A statement listing whether all anticipated federal, state, or local permits required for the project have been obtained or an indication of the status of the application for each such permit including when it is expected to be obtained; and
 2. A statement listing whether all anticipated rights of way and easements required for the project have been obtained or an indication of the status as to when each such rights of way or easements are expected to be obtained.
 - iv. Contract opportunities that will be awarded by competitive sealed proposals shall be publicly advertised with a request for proposals which request shall include conceptual program information in the request for proposals describing the requested services in a level of detail appropriate to the project delivery method selected for the project.
 - v. The advertisement shall include such details and specifications as will enable the public to know the extent and character of the work to be done.
 - vi. All required notices of advertisement shall also advise of any mandatory prequalification requirements or pre-bid conferences as well as any federal requirements pursuant to subsection (d) of Code Section 36-91-22. Any advertisement which provides notice of a mandatory prebid conference or prequalification shall provide reasonable advance notice of said conference or for the submittal of such prequalification information.
- c. Governmental entities are authorized to utilize any construction delivery method, provided that all public works construction contracts subject to the requirements of this chapter that:
 - i. Place the bidder or offeror at risk for construction; and
 - ii. Require labor or building materials in the execution of the contract shall be awarded on the basis of competitive sealed bidding or competitive sealed proposals. Governmental entities shall have the authority to reject all bids or

proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities.

- d. No governmental entity shall issue or cause to be issued any addenda modifying plans and specifications within a period of 72 hours prior to the advertised time for the opening bids or proposals, excluding Saturdays, Sundays, and legal holidays. However, if the necessity arises to issue an addendum modifying plans and specifications within the 72 hour period prior to the advertised time for the opening of bids or proposals, excluding Saturdays, Sundays, and legal holidays, then the opening of bids or proposals shall be extended at least 72 hours, excluding Saturdays, Sundays, and legal holidays, from the date of the original bid or proposal opening without need to readvertise as required by subsection (b) of this Code section.
- e. Bid and contract documents may contain provisions authorizing the issuance of change orders, without the necessity of additional requests for bids or proposals, within the scope of the project when appropriate or necessary in the performance of the contract. Change orders may not be used to evade the purposes of this article.
- f. Any governmental entity may, in its discretion, adopt a process for mandatory prequalification of prospective bidders or offerors; provided, however, that:
 - i. Criteria for prequalification must be reasonably related to the project or the quality of work;
 - ii. Criteria for prequalification must be available to any prospective bidder or offeror requesting such information for each project that requires prequalification;
 - iii. Any prequalification process must include a method of notifying prospective bidders or offerors of the criteria for or limitations to prequalification; and
 - iv. Any prequalification process must include a procedure for a disqualified bidder to respond to his or her disqualification to a representative of the governmental entity; provided, however, that such procedure shall not be construed to require the governmental entity to provide a formal appeals procedure. A prequalified bidder or offeror can not be later disqualified without cause. History Code 1981, § 36-91-20, enacted by Ga. L. 2000, p. 498, § 1; Ga. L. 2001, p. 820, § 12; Ga. L. 2007, p. 640, §

6. Illinois

The following State Specific Terms and Conditions shall apply to all contracts involving public schools and/or other educational entities operating in Illinois, (hereinafter "Illinois Customers") and shall prevail over any General Terms and Conditions if/when they differ.

Illinois Law to Govern.

The Agreement, as modified by these Illinois Terms & Conditions, is (and shall be) governed by, construed under, subject to compliance with, and interpreted in accordance with, the laws and regulations of the State of Illinois, expressly including, (but not limited to): the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; its procurement and bidding standards and prerequisites delineated at 105 ILCS 5/10-20.21; the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*; the Illinois Criminal Code, 720 ILCS 5/1-1 *et seq.*; its prohibitions against interference with public contracting delineated at 720 ILCS 5/33E-1, *et seq.*; the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1 *et seq.*; the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/1 *et seq.*; the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 *et seq.*; the Illinois Business Enterprises for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/2-105 *et seq.*; and policies of the Illinois Customer relating to the subject matter of the Agreement with Contractor.

When Contractor and/or its agents will be on an Illinois Customer's premises (whether for delivery, installation, the provision of contractual services, or otherwise), Contractor shall also comply in all respects with: all background check requirements set forth at 105 ILCS 5/10-21.9; the Illinois Smoke Free Illinois Act, 410 ILCS 82/1 *et seq.*, and the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1 *et seq.*

Any contractual payment requested of an Illinois Customer shall be invoiced, processed, and remitted to a Contractor in accordance with the requirements and provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

This Agreement shall be construed and incorporated in accordance with the laws of the State of Illinois, regardless of any choice of law provision that might otherwise authorize construction of its terms in accordance with the law(s) of another state, states, or federal law.

By entering into this Agreement with an Illinois Customer, the Contractor's signature on the executed contract shall serve as Contractor's certification of Contractor's compliance with the foregoing laws and all requirements thereunder.

Entire Agreement and Construction

The Agreement, as modified by these Illinois Terms & Conditions, represents the entire agreement between Contractor and the Illinois Customer, and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by the Illinois Customer and Contractor. In the event of a conflict between the Agreement, as modified by these Illinois Terms & Conditions, and a proposal from Contractor, the terms of this modified Agreement will take precedence.

Each party has reviewed and approved the Agreement, and no rule of construction that resolves ambiguities against the drafting party will be employed in the interpretation of this Agreement.

Dispute Resolution.

Any dispute arising in any manner hereunder shall be subject to resolution by litigation, unless all involved parties consent to an alternative means of dispute resolution. Venue for any legal action brought hereunder shall be the Illinois state circuit court of the county in which the Illinois Customer's administrative office is located or (if different and only if the Illinois Customer so elects) the Illinois state circuit court of the county where the Project is performed. Any provision of the General Terms purporting to change, limit, restrict, or shorten any Illinois period of repose and/or the duration of any applicable Illinois statute of limitation shall be of no force or effect against an Illinois Customer, it being understood by the parties that the Illinois periods of repose and statutes of limitation applicable to the subject matter hereof shall govern actions relating to this Agreement. No provision from the General Conditions shall limit, restrict, or shorten the duration of any period of repose or statute of limitation applicable under Illinois law.

Termination of the Agreement.

The Illinois Customer may terminate this Agreement at any time, in whole or in part, with or without cause, upon providing written notice to Contractor. If this Agreement is terminated by the Illinois Contractor for cause, the Contractor shall be liable to the Owner for any increase in cost incurred by the Owner in replacing the goods under contract and/or completing the contractual work, and for any additional or other damages the Illinois Customer suffers. In the event this Agreement is terminated by the Illinois Customer solely for the Illinois Customer's convenience, Contractor shall be compensated for items properly provided and/or work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the Illinois Customer. The Illinois Customer shall have no liability to Contractor beyond the date of termination. In no event shall Contractor be compensated for anticipated profit or lost opportunity.

Insurance and Indemnification Provisions.

Contractor hereby agrees to indemnify and hold the Illinois Customer, its board members, officers, agents, employees, administrators, attorneys, and any other parties designated by the Illinois Customer (hereinafter collectively called the AIndemnitees@) harmless from all losses, claims, liabilities, injuries, damages and expenses, including (but not limited to) all attorneys= fees and defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the performance, acts, omissions, negligence, willful and/or wanton behavior, and/or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers= or workmen= compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to the Illinois Customer, the insurance coverages set forth in the General Conditions. In each such instance, Contractor shall, by endorsement, name the Illinois Customer as an additional insured and shall provide copies of said policies and endorsements to the Illinois Customer prior to commencement under this Agreement.

Funding Contingencies for Multi-Year Projects.

All contracts with Illinois Customers that call for performance, or otherwise extend, beyond the Illinois Customers' current fiscal year, are, and shall be, expressly contingent upon annual appropriations. In the event an Illinois Customer's entry into an Agreement with Contractor constitutes a lease purchase (whether for financing purposes or otherwise), that Agreement shall be subject to the provisions of 105 ILCS 5/10-22.25a in addition to all other terms set forth in this Agreement.

Warranties and Claims.

No provision(s) set forth in the General Conditions shall serve to limit the Contractor's liability with respect to damages of any sort (whether actual, incidental, consequential, or otherwise) suffered by an Illinois Customer, nor will any disclaimer of warranties be effective against an Illinois Customer.

Attorney Fee Provisions.

No provision providing for the payment of prevailing party costs and expenses (including legal fees) resulting from litigation or other method of dispute resolution shall be applicable to Illinois Customers.

Automatic Renewals.

No provision calling for automatic renewals or "evergreen" renewals, (wherein the term of the agreement automatically renews for a period beyond the initial term unless a party provides affirmative advance notice of termination to the other party) shall be effective in an Agreement with an Illinois Customer, it being the parties' understanding, instead, that the contractual arrangements with Illinois Customers will terminate upon completion of the initial term or satisfaction of the original scope, unless the parties subsequently and affirmatively agree to supplemental renewal provisions.

Successors and Assigns: No Subcontracting.

Contractor shall not assign any rights under, or interest in, this Agreement, nor may Contractor subcontract any duties arising hereunder, without the prior written consent of the Illinois Customer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Indiana, Wilson Education Service Center (WESC)

A. Additional Agency Terms and Conditions

Participating entities and approved vendors must be in full compliance with statutory requirements of all applicable federal, state, and local laws, rules, regulations, and ordinances including applicable public works and prevailing wage projects. All provisions required thereby to be included herein and are hereby incorporated for reference. This contract shall be construed in accordance with and governed by the laws of the State of Indiana. Awarded pricing must be made available to all participating entities regardless of size.

B. Procedure for Processing Orders

Wilson Education Service Center will inform all public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities of contract awards via web sites and various marketing strategies. Vendors will have the primary responsibility to market contracts to eligible buyers within Indiana. After contracts are awarded and product information is available on our e-procurement sites vendors are free to contact eligible buyers and vice versa. The Wilson Education Service Center utilizes an e-procurement facilitation system as the primary mechanism for ordering and the primary method of marketing. Vendors are required to use the IAESC Procurement System and GovPro systems upon award. A 2.25% administrative fee will be assessed on gross monthly sales for IAESC Procurement (used by schools) and a 3.25% administrative fee will be assessed on gross monthly sales on GovPro (all other entities) after a 1% price increase. Vendors shall not include shipping and handling charges, federal excise tax, or state sales tax on invoices. Taxes do not apply to purchases by the participating entities. All participating entities have a "Not for Profit Tax Exemption Certificate" which will be furnished by the buyer upon request by the vendor. Quantities shipped in excess of quantities designated in the Purchase Order, or unapproved product substitutions will be returned at the vendor's expense.

C. Members Purchasing Under the Agency

All public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities are eligible buyers. The Wilson Education Center as established by Indiana Code 20-1-11.3-1 with Inter-local Agreement Powers as established by Indiana Code 36-1-7-2 represents all eligible buyers in this program within Indiana.

8. Iowa, AEA Purchasing

A. Additional Member Agency General Terms and Conditions that apply for all categories

Right to Assign

AEA Purchasing specifically reserves the right, in its sole discretion, to assign and transfer its interest in the Contract with the Vendor Partner, consistent with the terms and conditions of said Contract, to any organization, along with all corresponding duties, responsibilities, and obligations of both parties, and under the terms provided herein.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services None.

C. Additional Member Agency Terms and Conditions for Construction Products and Services

AEA Purchasing may participate in Construction Products and Services bids through AEPA on a limited basis due to the restrictions mandated in the Iowa Code, Chapter 26 and 573.

D. Procedure for Processing Orders

AEA Purchasing's eligible clients follow a standard or electronic ordering process. The awarded Contractor will invoice and deliver products and services directly to AEA Purchasing's eligible clients. All invoices for payment shall be sent directly to the AEA Purchasing eligible client ordering under the terms and conditions of this agreement. The AEA Purchasing eligible client will make payment directly to the awarded Contractor(s). AEA Purchasing does not process any orders.

E. Agencies Allowed to Purchase under the Member Agency

- K-12 Public & Private Schools
- Area Education Agencies
- Colleges & Universities
- Public Libraries
- City, County & State Government
- Non-Profit Education Organizations

9. Kansas, Greenbush-Southeast Kansas Education Service Center (SEKESC)

A. Additional Member Agency General Terms and Conditions that apply for all categories **Kansas Mandatory Contract Provisions**

Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Assignment - SEKESC Right to Assign

In the event of a cancellation, the SEKESC specifically reserves the right, in its sole discretion, to assign and transfer its interest in any contract, consistent with the terms and conditions of any contract, to any organization, along with all corresponding duties, responsibilities for both parties and provisions contained herein.

Purchase Orders

Any purchase order issued by SEKESC, or one of its eligible entities, is cancelable under provisions of K.S.A. 10-1113. All purchase orders shall be issued by the SEKESC or its participating eligible entities desiring to acquire the products or services under the contract. Said purchase order shall include adequate reference to identify the bid to which it relates.

Marketing

- Awarded Vendor will proactively market the awarded contract to all eligible entities. The SEKESC will enhance the Awarded Vendor's marketing efforts through communication and meetings with eligible entities, participation in marketing events and tradeshows, through its website and social media resources and through day-to-day customer support activities.
- Awarded Vendor will train its professional staff and sales force in the provisions and benefits of the awarded contract. The SEKESC will enhance such effort by providing joint trainings and participating in joint sales calls as needed.
- The SEKESC and Awarded Vendor will jointly design presentations, documents, and other promotional material to assist in the promotion of the awarded contract.
- Awarded Vendor will include the SEKESC (Greenbush) logo on all sales materials targeted to eligible entities for the awarded contract. The SEKESC hereby grants to Awarded Vendor a non-exclusive, revocable, non-transferable, permission to use the SEKESC (Greenbush) name and logo during the term of this Agreement. Likewise, during the term of this agreement, the Awarded Vendor grants the SEKESC (Greenbush) permission to reproduce their name and logo in connection with marketing and promotion of the awarded contract.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services
SEKESC has no additional terms and conditions for non-construction products and services.

C. Additional Member Agency Terms and Conditions for Construction Products and Services

K.S.A. 60-1111. Public works bond. (a) Bond by contractor. Except as provided in this section, whenever any public official, under the laws of the state, enters into contract in any sum exceeding \$100,000 with any person or persons for the purpose of making any public improvements, or constructing any public building or making repairs on the same, such officer shall take, from the party contracted with, a bond to the state of Kansas with good and sufficient sureties in a sum not less than the sum total in the contract, conditioned that such contractor or the subcontractor of such contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of such public building or in making such public improvements.

A contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer. A public official entering into a contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer.

(b) Filing and limitations. The bond required under subsection (a) shall be filed with the clerk of the district court of the county in which such public improvement is to be made. When such bond is filed, no lien shall attach under this article. Any liens which have been filed prior to the filing of such bond shall be discharged. Any person to whom there is due any sum for labor or material furnished, as stated in subsection (a), or such person's assigns, may bring an action on such bond for the recovery of such indebtedness but no action shall be brought on such bond after six months from the completion of such public improvements or public buildings.

(c) In any case of a contract for construction, repairs or improvements for the state or a state agency under K.S.A. 75-3739 or 75-3741, and amendments thereto, a certificate of deposit payable to the state may be accepted in accordance with and subject to K.S.A. 60-1112, and amendments thereto. When such certificate of deposit is so accepted, no lien shall attach under this article. Any liens which have been filed prior to the acceptance of such certificate of deposit shall be discharged. Any person to whom there is due any sum for labor furnished, materials, equipment or supplies used or consumed in connection with or for such contract for construction, repairs or improvements shall make a claim therefor with the director of purchases under K.S.A. 60-1112, and amendments thereto.

D. Procedure for Processing Orders

The SEKESC utilizes the following ordering/delivery procedures:

- Purchase orders will be issued by the individual eligible entity.
- Vendors must issue invoices directly to the ordering eligible entity as specified on each purchase order.
- Delivery of all items included in this solicitation will be made to the locations within each eligible entity as will be specified on the purchase order.
- Each order shall contain a packing slip of its contents to assist in prompt processing of payments to Vendor.
- The SEKESC reserves the right to implement a Vendor Quotation Number process for contract awards related to, but not limited to, project-based and construction related proposal activities.

Additionally

- Awarded Vendor agrees to demonstrate the benefit of awarded contract pricing with the SEKESC over alternative options, including other competitive solicitation pricing.
- Awarded Vendor agrees to proactively offer terms and pricing under this agreement to eligible entities and a more effective alternative to the cost and time associated with alternate bids and solicitation.
- When responding to third party procurement solicitations, Awarded Vendor may:
 - Choose not to respond and make this agreement available as an alternative and comparison to the agency's solicitation responses.
 - Respond with pricing, terms, and conditions of this agreement. If awarded the contract, sales will be reported as defined in the solicitation.
 - Provide lower prices when the competitive process requires without being required to extend the lower pricing to all eligible entities. In such case, if Awarded Vendor is awarded the contract, the sales will be reported as defined in the solicitation.
 - Respond to the solicitation with higher pricing than is available through this agreement and if an alternative response is permitted, may offer the pricing under this agreement as an alternative for consideration. If Awarded Vendor is awarded the contract with alternative SEKESC pricing, the resulting sales will be reported as defined in the solicitation.
- Provide notification to the SEKESC of the response to a solicitation, including but not limited to the name of the soliciting agency, general description of scope, timeline, and resulting award or non-award. Such notification shall be submitted to Tina Smith at tina.smith@greenbush.org within 5 business days of the proposal submission and resulting award information within 5 business days of agency's notification to Awarded Vendor.

E. Agencies Allowed to Purchase under the Member Agency

Eligible Entities: Entities eligible to purchase from Southeast Kansas Education Service Center (Greenbush) cooperative purchasing contracts include but may not be limited to:

- K-12 Public Schools
- K-12 Private Schools
- Colleges & Universities
- City, County, and State Governments
- Public Libraries
- Non-profit organizations holding form #501C3

10. Kentucky, Green River Regional Educational Cooperative (GRREC)

A. Additional Member Agency General Terms and Conditions that apply for all categories The Green River Regional Educational Cooperative, Inc. (GRREC) is one of eight educational cooperatives in Kentucky, all of which are participants in the AEPA bids. GRREC serves as contact agency for all AEPA correspondence for all eight educational cooperatives. For the Kentucky Educational Cooperatives, the collective bidding process is conducted consistent with KRS Chapter 45A, the Kentucky Model Procurement Code. Contracts with GRREC shall include the provision granting GRREC employees the right to access to the Contractor's records. Vendor Contact: Vendor will designate to GRREC one individual who will represent them to Kentucky Bidding Cooperative members during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to Kentucky Bidding Cooperative members upon award of this bid. The following Federal Clauses are required as a part of KY bid documents: 1. CLEANAIR/CLEANWATER A. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq). Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.

B. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office. 2. SUSPENSIONANDDEBARMENT Vendor Partner understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by GRREC. If it is later determined that Vendor Partner knowingly rendered an erroneous certification, in addition to remedies available to GRREC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Vendor Partner agrees to comply with the requirements of 2 CFR 180.220 while the above referenced contract is valid. Vendor Partner further agrees to include a provision requiring such compliance in its lower tier covered transactions. 3. LOBBYING Vendor Partner will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and the New Restrictions on Lobbying and has signed and attached to this Addendum the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to GRREC. 4. PROCUREMENTOFFRECOVERED MATERIALSPURSUANTTO2 C.F.R. § 200.322 Vendor Partner agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 5. BUYAMERICAN "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards School Food Authorities ("SFAs") must comply with when purchasing commercial food products served in the school meals programs. Buy American: AEPA Member Agencies or Participating Entities participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (atleast51percent) using agricultural commodities that are produced in the US. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or Manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product. ALL products that are normally purchased by Vendor Partner as non-domestic and proposed as part of this contract must be identified with the country of origin. Vendor Partner shall outline their procedures to notify GRREC when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by GRREC, prior to the delivery of the product to the AEPA Member Agency or Participating Entities. Any non-domestic product delivered to the AEPA Member Agencies or Participating Entities, without the prior, written approval of GRREC will be rejected. Vendor Partner must affirm its willingness to assert its best and reasonable efforts to ensure compliance with this federal rule.

6. COST REIMBURSEMENTCONTRACTS Solicitation Requirements for cost reimbursable contracts:

A. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

B. Contractor will separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or (B) Contractor will exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

C. Contractor's determination of its allowable costs will be made in compliance with the applicable

Departmental and Program regulations and Office of Management and Budget cost circulars;

D. Contractor will identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit;

E. Contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and F. Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

B. Additional Member Agency Terms and Conditions for Construction Products and Services

The Contractor and subcontractors shall pay all laborers, workmen and mechanics performing work under this contract not less than the rate of wages set forth in the prevailing wage schedule incorporated in the contract conditions as determined by the Kentucky Department of Labor in accordance with the provisions of KRS 337.505 through KRS 337.550. Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax. Current sales and/or Use Tax shall be provided for and included in the bid amount as no adjustments will be permitted nor made after receipt of bids.

1. It should be noted that where performance bonds are required, it should include both performance and payment bonds.

2. State Prevailing Wages shall apply for projects of \$250,000.00 or more, or Davis Bacon wages (when federal funds are utilized) if higher than State Prevailing Wages.

3. All work shall be in accordance with necessary approvals from the Kentucky Department of Housing, Buildings and Construction and the Kentucky Building Code.

4. All processes of the project comply with 702 KAR 4:160, the Capital Construction Process, including necessary approvals from the Kentucky Department of Education.

5. Performance and payment bond on AIA document 312 must be provided for all projects that exceed \$25,000. (Also provide that the Surety shall comply with state requirements.)

6. In accordance with 702 KAR 4:160, AIA and KDE documents be utilized on all projects including but limited to:

a. A 101 Standard form of Agreement between Owner and Contractor (including KDE amendments)

b. A 201 General Conditions of the Standard Form of Agreement between Owner and Contractor (including KDE amendments)

c. AIA A701 Instructions to bidders, with KDE amendment and KDE Form of proposal (may require editing AEPA instructions to bidders to eliminate conflicts).

d. KDE purchase Order (for direct purchase of materials with tax number, to exempt materials from state sales tax)

e. If applicable, where architectural services are provided by the Owner, Form B141, Standard Form of Agreement between Owner and Architect

7. Architectural services shall be provided in accordance with KRS 322.360 and other relevant Kentucky Revised Statutes by the vendor or the Owner at the Owner's preference.

C. Procedure for Processing Orders Once the award is made to the Contractor/vendor, GRREC and Kentucky's other cooperatives will inform their members (school districts and other entities) of the contract by: 1) including the contract in the Current Bids section on their websites and 2) publishing the contract information in catalogs disseminated to all members. A list of members, contact names, addresses and phone numbers is made available to the Contractor. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service, it will issue a purchase order for that item to the vendor. The vendor's price will include a two percent (2%) administrative fee that the vendor will collect from the member and remit to GRREC on a quarterly basis. Municipal and county governments, and other governmental, quasigovernmental, or nonprofit organization price will reflect a two percent (2%) administrative fee. On the occasion that an AEPA contract awarded by Kentucky is utilized by public school and public non-school entities in other states, purchases in these instances will also reflect a two percent (2%) administrative fee. The vendor will also compile and provide to GRREC a quarterly report showing all purchases made by Kentucky members (with specific detail as to what purchases were made by which members) under this contract. Further, if no purchases are made in any given quarter, the Vendor shall remit a "No Activities" statement to GRREC for that quarter. The vendor will also produce and provide to GRREC an annual summary report for all purchases made under this contract for a period of beginning with the award of the contract through December 31st and all consecutive annual periods if contract is extended. The vendor will make all administrative fee payments to the GRREC by the 15th of the month following the end of the quarter (i. e. April 15th, July 15th, October 15th and January 15th). All checks are to be made payable to GRREC and sent to GRREC, 230 Technology Way, Bowling Green, KY 42101 and Attention: Bids Coordinator. GRREC may designate another agent for collecting an administrative fee that will be negotiated with vendor for e-commerce transaction. GRREC will share information from the quarterly and annual reports and distribute the administrative fee among the other KY Educational Cooperatives according to membership.

D. Members Purchasing under the Agency: Currently there are 8 Bidding Cooperatives in Kentucky and all are participating in this invitation through GRREC's solicitation. There are 170+ independent and county school districts and all are eligible for membership in a Bidding Cooperative and approximately 98% of the districts are members of one of the cooperatives. No district

is obligated to use these services. Additional members may include other public educational institutions in the state, public colleges or universities, community colleges, vocational or technical schools, municipal and county governments, and other governmental, quasi- g o v e r n m e n t a l or non- profit organizations. Kentucky currently shares its AEPA contracts with the following states: AL, LA, MS, NC, and TN. Only those districts or institutions listed on an approved Bidding Cooperative membership list are eligible to purchase under these contracts. This list may change during the contract period

11. Massachusetts, The Education Cooperative

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The

Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

Prior to award, the Contractor must **certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory.**

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: ***Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108*** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once. in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

12. **Michigan, Oakland Schools, (OS)**

A. Additional Member Agency General Terms and Conditions that apply for all categories:

1. **Conflict of Interest**

Contractor shall disclose in writing to Buyer any conflicts of interest with Board members, administrators, and or employees of any Participating Entity (as defined below). A conflict of interest may include, but is not limited to, a financial ownership interest in, or employment with Contractor or Subcontractor by a Participating Entity' Board member, administrator, or employee or their family member. A "family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. Determination of the existence of a conflict of interest does not prohibit the Participating Entity from entering into a contract with the Contractor (MCL 380.634; MCL 15.322 et seq).

2. **Iran Economic Sanctions Act**

Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013, an "Iran Linked Business" is not eligible to submit a bid on a request for proposal with a "public entity" (OS). The Act also requires that a person that submits a proposal in response to an OS request for proposal must certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by OS, and not just to construction projects.

The Act defines an Iran Linked Business as:

- a. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
- b. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

If the OS determines, using credible information available to the public, that a person or entity has submitted a false certification, OS must provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

3. **Hazardous Materials**

If any hazardous chemicals are supplied under a contract/purchase order arising out of this solicitation, a Material Safety Data Sheet (MSDS) shall accompany the delivery of any hazardous chemicals supplied by the Contractor. All MSDS sheets shall be sent to the attention of the Participating Entity. Ref: State of Michigan Act 154, Section 14, P.A. 1974 as amended. Copies of MSDS for all purchased hazardous materials must be provided prior to delivery of any items by the Contractor. Additionally, the MSDS needs to be attached to the invoice and all products delivered must be labeled according to Section 14 of Act 154, of the public Acts of 1974, as amended. Any appropriate products not labeled will be refused and the Contractor will be responsible for additional freight charges. Payment may be withheld until the Participating Entity receives the MSDS.

4. **Modifications to Contracts**

No modifications to a contract/purchase order with a Participating Entity shall be binding upon such Participating Entity unless agreed to in writing signed by an authorized representative of the Participating Entity.

5. **Governing Law**

Any contract arising out of this solicitation shall be governed by and construed under the laws of the State of Michigan. In the event of any legal action to enforce or interpret any contract arising out of this solicitation, the sole and exclusive venue shall be the state or federal court of the local jurisdiction where the Participating Entities located.

B. Additional Member Agency Terms and Conditions for:

1. **Non-Construction Products and Services:**

All supplies, materials, and equipment sold or leased to Michigan intermediate school districts or K-12 public school districts must be in accordance with MCL 380.623a and 380.1274, respectively. The procurement of supplies, materials and/or equipment in a single transaction costing more than the State of Michigan Competitive Bidding threshold set forth in MCL 380.623a and 380.1274 by an intermediate school districts or K-12 public school districts requires the district to obtain competitive bids and the purchase must be approved by the district's Board of Education.

2. **Construction Products and Services:**

All Contractors understand and agree that the use of AEPA contracts is not intended for use by Michigan intermediate school districts or public K-12 school districts for construction, renovation or remodeling projects under MCL 380.1267 and agree to

comply with all applicable standards and statutes for said construction projects.

C. Procedure for Processing Orders:

Once the award is made to a Contractor, OS will inform the Participating Entities and Other Agencies of the award by announcing the award through its general and usual methods of disseminating information.

1. OS follows the AEPA Standard Ordering Process (see Part A, General Terms and Conditions for All Agencies, "Ordering Procedures").
2. Contractors shall be required to pay a two percent (2%) administrative fee (the "Fee") based on the total cost of goods or services purchased, including installation and freight, if applicable. In the event of a lease arrangement, the total Fee for the value of goods leased shall be paid to OS by the Contractor at the front end of the lease. Contractor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Fee in the bid responses or awarded prices.

D. Agencies Allowed to Purchase under the Member Agency:

OS serves all local school districts located in Oakland County, Michigan. In addition to, and in accordance with the terms and conditions set forth in this solicitation, all **public school districts, private schools, public school academies, intermediate school districts colleges, universities, counties, cities, townships, villages, and non-profit organization** in the State of Michigan shall be permitted to use AEPA solicitations approved by OS.

It should be clearly understood that OS is assisting these Participating Entities as a service to procure selected supplies, materials and equipment and services desired by the Participating Entity. Both the Contractor and any Participating Entity using this solicitation agree that the OS makes no representation that use of this solicitation by any Participating Entity is, in fact, in compliance with rules, regulations, policy or procedures of the Participating Entity. In this regard, the OS strongly suggests that, at a minimum, the Contractor and any Participating Entity considering such use consult with their own legal counsels before doing so. All Participating Entities using AEPA solicitations shall be responsible for adhering to their own applicable rules, regulations, policies, procedures and state statutes, etc., which may govern the use of cooperative purchasing contracts within their respective jurisdictions.

13. Minnesota, Cooperative Purchasing Connection (CPC)

1. General Terms and Conditions (All Categories)

- a. **Governing Law:** The laws of the State of Minnesota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
- b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.
- c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.
- d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to CPC by the vendor at the front end of the lease. CPC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.
- e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:
 - i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
 - ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
 - iii. That a violation of this section is a misdemeanor; and
 - iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.
- f. **Participating Agency:** A participating agency shall be defined under Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11 and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.
- g. **Prompt Payment:** Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.
- h. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.
- i. **Vendor Orientation (CPC 101):** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

2. Additional Participating Agency Terms and Conditions for Non-Construction Products and Services

If requested by CPC, the contracted vendor will work with CPC to develop an order form, or order forms, containing the most purchased items, that CPC can utilize to market the contracted vendor to its participating agencies.

3. Additional Participating Agency Terms and Conditions for Construction Related Products and Services

Upon acceptance and approval of the Vendor's offer by AEP, CPC will independently consider the offer and consult with the Vendor to determine if the Vendor can meet the requirements for construction-related products and services and to enter and execute a contract in the state of Minnesota. The contracted vendor will be required to work with CPC's participating agencies and require that an architect's signature or certification is noted on the specifications as required by Minnesota Statute §326.12 subd. 3. With certain exceptions, Minnesota Rules part 1800.5200, subpart 1, requires a licensed architect or

engineer to prepare and certify specifications for building alterations or renovations. Once CPC and the Vendor can confirm that business can be conducted in Minnesota, CPC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction-related projects, products, and services, the contracted vendor must also send a duplicate quote to CPC. The quote provided to CPC must include the contact information of the participating agency.

Performance Bond (for construction and/or installation related projects): Performance bonds will be required on all projects valued at fifty-thousand dollars (\$50,000) or more in Minnesota and twenty-five thousand dollars (\$25,000) or more in South Dakota. All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds following CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

4. **Insurance:**

The Vendor shall purchase, maintain, and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

- a. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
- b. Automobile Liability: \$1,000,000 each occurrence
- c. Workers Compensation: \$100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor shall provide the COI with their submission.

5. **Procedure for Contract Award, Notification and Processing Orders**

Once the award is recommended by the AEPA Review Committee, CPC considers the recommendation based on the value of the potential contract for its participating agencies. In the event of an award by the CPC Board of Directors, CPC will inform its participating agencies of the award.

- a. The contract will be listed on the CPC website (www.purchasingconnection.org).
- b. Announcement of the contract award.
- c. Upon award and completion of the vendor orientation, CPC will promote the contract opportunity to its membership in one or more of the following ways: websites; agency newsletters; hard copy marketing flier; Email

- announcements; contract catalog; and trade shows.
- d. CPC will require a marketing flyer, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. CPC may assist in the development of the marketing flier and material (if requested by the vendor), but in all cases shall have the authority to review and approve any marketing materials. If a web site is used, the link will be made available from the CPC web page. Any web page or link, or other marketing tools shall be dedicated to CPC and/or AEPA information only.
 - e. When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs.
 - f. Ordering Methods.
 - i. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined.
 - ii. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
 - iii. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
 - iv. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
 - g. CPC requires that all participating vendors offer the contract opportunity to all CPC participating agencies.

6. Administrative Fees & Reporting

The administrative fee is to be paid by the Vendor to CPC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CPC a sales report, in Excel format, listing the following information:

- a. Name of purchasing agency
- b. Address of purchasing agency (city, state, zip code)
- c. Date of purchase
- d. Invoice number
- e. Amount of purchase
- f. Administrative fee generated by sale
- g. Savings generated by sale

This report shall include all sales made and payments received by the vendor in said quarter. The sales report shall be emailed to Melissa Mattson at mmattson@lsc.org and copied to Lori Mittelstadt at lmittelstadt@lsc.org. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment. If mailing a check, the payment shall be delivered to Melissa Mattson, CPC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

7. Express Online Marketplace

CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. The Vendor does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

14. **Missouri, EducationPlus (EDPLUS) [Formerly Cooperating School Districts of the Greater St. Louis Area (CSD)]**

A. Additional Agency Terms and Conditions

Lease and Rentals: Vendor may allow EDPLUS members to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Missouri statutes and State Department of Education policies, rules and regulations. EDPLUS must receive a copy of the executed leasing documents prior to processing a purchase order. EDPLUS will not collect lease payments. Bidder agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as related to a government standard. Bidder must indicate in its response to this solicitation if the shipping costs for the return of leased or rented equipment are the responsibility of the EDPLUS member, and what that cost will be. No sale of a contract to a third party will be made without first informing EDPLUS and the EDPLUS member of the sale. If Bidder sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original vendor. A 2% administrative fee must be included in the lease cost based on the total value of the goods purchased. This fee is referred to under ordering process.

B. Procedure for Processing Orders

(1.) Once the award is made to the vendor, EDPLUS will inform its members (and non-members eligible to purchase from EDPLUS) of the contract by announcing the award in its periodic newsletter and other EDPLUS presentations as well as regular electronic communications.

(2.) EDPLUS may require a marketing flier from each vendor promoting the contract and AEPA relationship. EDPLUS will assist in the development of the marketing flier and material. This flier will be for distribution as well as posting on the EDPLUS website and disseminated to potential customers. Note: EDPLUS requires the awarded vendor to take ownership and actively promote the contract in cooperation with EDPLUS to all qualified customers.

(3.) When the member identifies a desired product or service as available through the AEPA contract and makes a purchase on the EDPLUS online Marketplace or agrees on price as presented to the member by the awarded AEPA vendor, the member then issues to the vendor a purchase order for that item or service.

(4.) The purchase order must include an additional two percent (2%) administrative fee in the total cost, based on the total cost of goods and service including installation and freight if applicable. This fee is to be forwarded by the vendor to EDPLUS after the sale and payment is made to vendor. Payment shall be made to EDPLUS on a quarterly basis along with complete sales history during that period.

(5.) Vendor makes all deliveries and installations of products and services. EDPLUS does not warehouse items nor provide services.

(6.) All participating vendors agree to and are subject to audit proceedings of AEPA member sales.

C. Members Purchasing Under the Agency

We take great pride in the fact that EducationPlus is providing a complete line of purchasing services to our 50+ member school districts and hundreds of additional school districts, educational institutions, and nonprofit organizations throughout Missouri and Illinois. EducationPlus was created in 1928 with its primary focus aimed at improving educational opportunities for all students. Our goal is to promote efficient use of educational dollars, and simultaneously provide an ongoing market for those vendors doing business with EducationPlus. EducationPlus serves schools and political subdivisions in Missouri and Illinois.

D. Governing Law

MO. REV. STAT. §70.220. 1. Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision.

E. Prohibition Against Boycotting Israel

Vendors signing a contract with EducationPlus will be required to sign a certification stating that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, pursuant to Revised Statutes of Missouri (RSMo) 34.600, known as the "Anti-Discrimination Against Israel Act."

15. Montana, Montana Cooperative Services (MCS)

1. General Standards: Purchases by public entities in excess of \$80,000 are subject to public bid; purchases under this amount are subject to requirements of public contracts. See Sections 7-5-230 I and 7- 5-2304, Montana Code Annotated (Counties); Sections 7-5-4302 and 7-5-4303, Montana Code Annotated (Municipalities).

Note: purchases of less than \$80,000 are not subject to public bid requirements, which provides local government entities with considerable flexibility to make purchases. Public bidding requirements do not appear to prohibit local government entities who are members of AEPA or MCS from soliciting bids from approved vendors for purchases in excess of \$80,000.

2. Local Government Cooperative Purchasing Authority: Local governments may also elect to purchase cooperatively through the Montana Department of Administration in lieu of soliciting their own bids. 51 A.G. Op. 15 (2006). Procurement by government entities generally falls within the Montana Procurement Act, Section 18-4-101, MCA, et seq.

A. Local Governments are authorized to adopt and implement the rules and standards of the Act:

18-4-124. Local government adoption of procurement provisions -- alternative project delivery contracts. (1) A political subdivision or school district may adopt any or all parts of this chapter and the accompanying rules promulgated by the department.

B. Local governmental entities and school districts are specifically authorized to purchase cooperatively in the public interest:

18-4-401. Definitions. As used in this part, the following definitions apply:

(1) "Cooperative purchasing" means procurement conducted by or on behalf of more than one public procurement unit.

(2) "Local public procurement unit" means a county, city, town, or other subdivision of the state or a public agency of any such subdivision; public authority; educational, health, or other institution; to the extent provided by law, any other entity that expends public funds for the procurement of supplies and services; and any non profit corporation operating a charitable hospital.

(3) "Public procurement unit" means a local or state public procurement unit of this or any other state, including an agency of the United States, or a tribal procurement unit.

(4) "State public procurement unit" means a state department, agency, or official that expends public funds for the procurement of supplies and services.

(5) "Tribal procurement unit" means a tribal government, tribal entity, or official of a tribal government located in Montana that expends tribal funds or funds administered by a tribe for the procurement of supplies and services to the extent provided by tribal or federal law.

18-4-402. Cooperative purchasing authorized . The department may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies or services with one or more public procurement units in accordance with an agreement entered into between the participants independent of the requirements of part 3. Cooperative purchasing may include purchasing through federal supply schedules of the United States general services administration, joint or multiparty contracts between public procurement units, open-ended state public procurement unit contracts that are made available to local public procurement units, and competitive contracts established by for-profit, not-for-profit, or nonprofit cooperative entities. (emphasis added).

Note: Cooperative purchasing by local governmental entities may require entering into an agreement with the Montana Department of Administration. This requirement does not appear to preclude local entities from participating as members of purchasing groups.

C. Local governmental entities are authorized to enter agreements with each other in order to purchase cooperatively. 7-11-104. Authorization to create interlocal agreements -- issuance of bonds for joint construction -- hiring of

teacher, specialist, or superintendent. One or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking or to participate in the provision or maintenance of any public infrastructure facility, project, or service, including the issuance of bonds for the joint construction of a facility under 20-9-404, the hiring of a teacher or specialist under 20-4-201 or a superintendent under 20-4-401, or the hiring of or contracting with any other professional person licensed under Title 37, that any of the public agencies entering into the contract is authorized by law to perform. The contract must be authorized and approved by the governing body of each party to the contract. The contract must outline fully the purposes, powers, rights, obligations, and responsibilities of the contracting parties. (emphasis added).

3. School and school district cooperative purchasing authority: Schools and school districts are specifically authorized to purchase cooperatively utilizing qualifying purchasing entities:

"A [school] district may enter into a cooperative purchasing contract for the procurement of supplies or services with one or more districts. A district participating in a cooperative purchasing group may purchase supplies and services through the group without complying with the provisions of [soliciting public bids and awarding a contract] if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard, for inclusion of the vendor's supplies and services on the cooperative purchasing group's master list." Section 20-9-204(4), Montana Code Annotated (emphasis added).

Note: Montana's AEPA member, Montana Cooperative Services, meets all of the statutory requirements of Section 20-9-204(4), MCA, with respect to cooperative purchasing groups.

Cooperative purchasing is another tool in the bag for local governmental entities, including school districts, to acquire services and supplies at better prices than may otherwise be available. Membership in MCS provides access to AEPA-approved vendors as well as in-state suppliers who have been carefully vetted for reliability and quality.

Disclaimer: The above discussion is for informational purposes only and does not constitute legal advice.

16. Nebraska, Educational Service Unit Coordinating Council (ESUCC)

A. Additional Agency Terms and Conditions

1) Bid Award Determination: The bidder hereby agrees to these bidding conditions by virtue of submitting this signed document on or before the Bid Opening date as specified below.

2) Natural Gas Contractors: Any bids relating to natural gas shall be based upon an awareness of NEB. REV. STAT. § 75-501, adopted in conformity with Rules, Regulations, and Interpretations of Federal Agencies with authority to regulate pipeline common carriers and interstate commerce.

3) Performance and Payment Bonds: Upon execution of a contract between an ESUCC member and the prime contractor for construction or public improvement, performance and payment bonds described above in the AEPA General Terms and Condition shall be provided to the member. Performance and payment bonds between the member and the prime contractor shall be on standard forms. The prime contractor shall deliver copies of both the performance and payment bonds to ESUCC at the time the contract between the member and the prime contractor is executed. All suits for nonpayment or nonperformance shall be filed as allowed under Nebraska law.

4) Insurance: Contractors shall secure and keep in force during the term of any awarded agreement the following insurance coverages from insurance companies authorized to do business in Nebraska:

- Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.
- Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.
- Workers compensation coverage meeting all statutory requirements.

5) Debarment and Suspension: Contractors shall comply with Executive Orders 12549 and 12689 as applicable. Contractors may be debarred for a period of two (2) years, unless earlier modified by the Special Awards Committee of ESUCC for any of the following conduct: (a.) Repeatedly not following the bid process. (b.) Repeatedly submitting non-responsive bids. (c.) Any behavior, which has as its effect injuring the integrity of the bid process. (d.) Failure to deliver goods pursuant to a successful bid. (e.) Repeated lack of acceptable handling and delivery of goods pursuant to a successful bid. (f.) Repeatedly not meeting delivery deadlines. (g.) Repeated failure to timely rectify damages of goods, or shortages of goods when it is the responsibility of the contractor to take such action. (h.) Conviction of a crime of dishonesty. (i.) Debarment or suspension by any agency or Federal Agency by the contractor or any of its key employees. (j.) Other conducts which materially and adversely affects the services of ESUCC Cooperative Purchasing program.

6) Statement Filed: A bidder who is awarded a contract for any goods or services for public works pursuant to this IFB shall file with ESUCC a statement as required by NEB. REV. STAT. § 73-102.

7) Nondiscrimination: The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of any awarded bid or agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

8) Employment Eligibility Verification: The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with any awarded bid or agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

9) Federal Funding. It is understood that purchases may be funded in whole or in part with funds allocated by the Federal government, including the U.S. Department of Education and is therefore subject to those regulations, restrictions, and conditions normally associated with federally funded programs and any other requirements that the state or federal government may prescribe including, but not necessarily limited to, the "Federal Requirements" listed above in the AEPA Terms and Conditions and the following:

- **Lobbying:** The Bidder agrees and understands that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that Bidders that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- **Patent Rights:** The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.

- **Copyrights and Right in Data:** The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.
- **Access to Documents:** The Parties and their grantees, the USDOE and/or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Bidder which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- **Energy Policy and Conservation Act:** The parties shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- **Buy American:** To the maximum extent practicable, the Bidder will purchase domestic commodities or products produced in the United States or processed substantially using commodities produced in the United States
- **Minority Business Owners:** The ESUCC will contract with minority-owned businesses, women's business enterprises, and labor surplus firms when possible. Steps to ensure compliance with this provision will include:
 - .1 Qualified small, minority, and women's businesses on solicitation lists so that when such businesses are potential vendors, they are included in ESUCC solicitations.
 - .2 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation for such businesses.
 - .3 Establishing delivery schedules, where requirement permits, which encourage such enterprises
 - .4 Use services of Small Business Administration, Minority Development Agency, or similar state agency to maximize participation.
 - .5 Require prime Bidder, if subcontracts are to be let, to follow the above steps
- **Reporting Notice:** The USDOE's and any other federal agency's requirements and regulations pertaining to reporting include, but are not necessarily limited to, 34 CFR Part 80.
- **Work Hours:** The parties agree to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires each contractor 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.
- **Debarment and Suspension:** The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM).
- **Solid Waste Disposal Act:** The parties agree to 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 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired 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.
- **Remedies:** Contracts for more than the simplified acquisition threshold (currently set at \$150,000, but is subject to inflation adjustment) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

11) Governing Law and Venue: All bids and contracts shall be governed by and construed in accordance with the laws of the State of Nebraska. The venue for any litigation arising out of or related to a bid or contract will be in any eligible state or federal court of Nebraska.

12) Public Records: The Contractor acknowledges that the ESUCC and its affiliated schools and members must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include any bid documents or contracts and all records created and maintained in relation to them.

13) Conflict of Interest: By submitting a proposal, Contractor certifies that there does not now exist any relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal. The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest. The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

The Contractor shall not, at any time, recruit or employ any employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a

contract under this solicitation.

The Contractor, by submitting a bid, certifies that it has not had a contract with education organizations in State of Nebraska terminated early. If Contractor has had a contract terminated early within the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early.

Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

Contractor certifies that Contractor and Contractor's employees, officers, and associates directly involved in obtaining contracts with the State of Nebraska, ESUCC, or any subdivision of the state have not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985

ESUCC may cancel any contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any employee of ESUCC with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to ESUCC for demonstration or evaluation are not considered gratuities.

B. Procedure for Processing Orders

ESUCC affiliated schools or members send their purchase orders both directly and electronically to the vendor, the vendor ships directly to the school/member, and direct bills the schools/members the cost of merchandise plus the ESUCC 2% administrative fee. Vendors must provide a quarterly report to ESUCC Cooperative Purchasing. The report will include: Date of sales, school name, ESU affiliation, selling price, list price and savings. The ESUCC Cooperative Purchasing administrative Fee of 2% will accompany each quarterly report.

C. Members Purchasing Under the Agency

ESUCC represents 17 Educational Service Units statewide who in turn service Nebraska school districts with over 300,000 students. ESUCC is authorized to coordinate purchases for public school districts, nonpublic school systems, other ESUs, and other public agencies, including any county, city, village, school district, or agency of the state government, any drainage district, sanitary and improvement district, or other Municipal Corporation or political subdivision of the State of Nebraska.

D. Procedure for Processing Orders

All purchase orders will be submitted directly from the purchasing entity to the vendor. ESUCC will not facilitate the processing of purchase orders unless the offering is service related. If it is a service related purchase then the purchase order shall be submitted by ESUCC.

E. Agencies Allowed to Purchase under the Member Agency

Purchases through ESUCC contracts are to be primarily for K-12. However other state entities may use the ESUCC contracts. All inquiries to purchase on the behalf of a non-profit group not in state statute or receiving state funding must be approved by ESUCC.

17. New Jersey, Educational Services Commission of New Jersey (ESCNJ)

Applicability of Contract Provisions to New Jersey Participants

ESCNJ is the AEPA Member Agency. Any entity that uses the contract awarded by ESCNJ under this document is referred to as a "New Jersey Participant." To be a New Jersey Participant the entity must be a member of the ESCNJ Cooperative Pricing System. The bidder that is awarded the contract by ESCNJ is referred to as the "Contractor."

Once a contract is awarded by ESCNJ, a New Jersey Participant may enter into a purchase order agreement directly with the Contractor. To the extent not otherwise described below or in this document, once a purchase order is issued by a New Jersey Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such New Jersey Participant, unless specifically identified as applying to ESCNJ only.

1. The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by ESCNJ or a New Jersey Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits there from.

2. Event of default and termination of Contract:

ESCNJ shall have the right to cancel the contract based upon a default by Contractor. A New Jersey Participant shall have the right to cancel its purchase arrangement based on a default by the Contractor with regard to such purchase arrangement. In addition, ESCNJ and each New Jersey Participant reserves the right to withhold payments for goods and services that are not in compliance with the terms of the contract or if the Contractor is in default. Any of the following shall be a default under the contract: 1) The Contractor fails to adequately perform the services set forth in the contract; 2) Contractor fails to deliver all or any part of the goods, or delivers defective goods; 3) The Contractor fails to make progress in the performance of the contract and/or does not deliver within the agreed-upon schedules; 4) The Contractor fails to observe any of the terms and conditions of the contract, including, without limitation, assigning the contract and/or failing to deliver required insurance or performance bonds; 5) The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the New Jersey Participant; or 6) the Contractor has become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days. ESCNJ and each New Jersey Participant shall follow the following procedure if the contract or purchase order is to be terminated:

Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s). The length of time to correct the problem shall be determined by ESCNJ or the New Jersey Participant, as applicable, in its sole discretion, based on the problem.

Step 2 - Issue a letter of intent to cancel the contract or purchase order, if the problem(s) is not resolved by the given date.

Step 3 - Issue the letter to cancel contract or purchase order.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) business days to provide a satisfactory response to ESCNJ and the New Jersey Participant that provided the notices. Failure on the part of the Contractor to address adequately all issues or concerns may result in contract cancellation.

The remedy to terminate and withhold payments is in addition to any other remedies ESCNJ and the New Jersey Participants may have. In the event of Contract termination by a New Jersey Participant, such New Jersey Participant's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor. Upon termination of this Contract under this section, the Contractor (and its surety) will be responsible for all of such New Jersey Participant's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.

3. Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of its/his/her contractual duties to any other person, firm, or corporation, without the previous written consent of ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement. If the Contractor wants to assign its/his/her right to payment of the Contract, Contractor shall notify ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from its/his/her obligations or change the terms of the Contract.

4. Indemnification:

Contractor shall indemnify, defend, keep and save harmless ESCNJ, each New Jersey Participant and its respective agents, officials, employees and volunteers (each an "Indemnified Party") against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees) which result from, arise out of, or in connection with the performance, or breach of performance, under the Contract of Contractor and any of its/his/her employees, agents or personnel. The Contractor shall, at its/his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Indemnified Party in any such action, the Contractor shall, at its/his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Party as herein provided.

5. New Jersey Participant Policies:

The Contractor must be familiar with a New Jersey Participant's policies or regulations which affect the services provided under

this Contract and that have been or will be distributed during the term of this Contract. Policies and regulations include, but are not limited to, New Jersey Public Contracts Law, school district policies, municipality policies, charters school policies, and county ordinances.

As each board of education, municipality governmental agency, educational institution in the State of New Jersey may have or may be required to have individual policies and procedures for the procurement of goods and services; and as one of the aforementioned institutions/agencies may be dependent upon the policies/procedures of another institution or agency, it is required for the Contractor to be familiar with the policies of the New Jersey Participant that impact the purchase. In limited situations, there may be State statutes which govern the allowability of purchases to be reimbursed by State funding. The New Jersey Participant should obtain its own legal advice on these statutes prior to purchasing under a contract.

The following documentation will be required prior to the award of any contract for New Jersey Participants:

1. New Jersey Business Registration Certificate - Before award in NJ, not at time of bid
 2. New Jersey Contractors Registration Certificate (All time and material bids.) Before award in NJ not at time of bid
 3. New Jersey Pay-to-Play Documentation (Political Contribution Disclosure)
 4. Statement of Ownership (Ownership Declaration Certification)
 5. New Jersey Affirmative Language (Exhibit A) and (Exhibit B) for construction repair and maintenance contracts
 6. Acknowledgement of the Contractor's/Vendor's responsibility to pay prevailing wage.
http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html
(Time and material bids.)
 7. New Jersey Affirmative Action Questionnaire/Documentation
 8. Disclosure of Investment Activities in Iran - Before award in NJ, not at time of bid
 9. Years of experience is not a criterion for the evaluation of bids to be awarded for the State of New Jersey. For additional information visit www.nj.gov/dca/divisions/dlgs
 10. W9
 11. Certificate of Insurance with the ESCNJ named as insured and the bid title/# listed - Before award in NJ, not at time of bid
 12. DPMC - (All time and material bids.) Before award in NJ, not at time of bid
 13. Total Amount of Uncompleted Contracts (All time and material bids.) Before award in NJ, not at time of bid
 14. Americans with Disabilities ACT of 1990
 15. Statement of Suspension or Debarment Form
 16. Sworn Contractor Certification; Qualifications Credentials (All time and material bids.)
 17. Subcontractor Disclosure Statement (All time and material bids.)
 18. Prevailing Wages Certification—Submission with Bid (All time and material bids.)
 19. Pre-Qualification Affidavit/No Material Adverse Change (All time and material bids.)
 - 20 Certificate of Authority (All time and material bids.)
 21. Assurance of Compliance
 22. Contractors licenses (All time and material bids.)
 23. New Jersey School Development Authority (All time and material bids.)
6. **Performance Bonds:**
Each New Jersey Participant may require a performance bond in the case of services to be performed under the Contract if required. The Contractor shall furnish to the New Jersey Participant a Surety Performance Bond (“Performance Bond”) with an option to renew each succeeding year of the Contract in a form satisfactory to the New Jersey Participant assuring the faithful performance of the Contract. The Bond shall be equal to one hundred percent (100%) of each year’s estimated Contract price as reviewed and agreed upon by the New Jersey Participant, and shall be continued for the life of the Contract in amounts equal to one hundred percent (100%) of each year’s estimated Contract price as reviewed and agreed upon by the New Jersey Participant. The Contractor must send such Performance Bond to the New Jersey Participant prior to the commencement of any services under the Contract. Each such Performance Bond shall be furnished by a surety company acceptable to the New Jersey Participant and licensed or authorized to do business in New Jersey. Failure to deliver the bond shall be considered a default under the Contract, at the discretion of and upon notice by the New Jersey Participant.
7. **Governing Law:**
This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey without regard to its conflicts of laws principles.
8. **Financing Arrangements:**
Any financing arrangements (including lease purchasing arrangements) may be made directly between the Contractor and a New Jersey Participant or with the free ESCNJ Leasing Program. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each New Jersey Participant that is interested in such an arrangement. Each New Jersey Participant should seek its own legal advice prior to entering into a financing arrangement. ESCNJ must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. ESCNJ will not collect lease payments or be involved in the terms and conditions of the

Contractor lease. All lease arrangements are between the Contractor and the New Jersey Participant only.

9. **Affirmative Action:**

The Contractor/Vendor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of New Jersey. The Contractor/Vendor further agrees to be an "affirmative action-equal opportunity employer." The Contractor/Vendor must provide one of the following: "Letter of Federal Affirmative Action Plan Approval", "Certificate of Employee Information Report" or a completed "Employee Information Report Form AA302" prior to award of bid.

10. **Independent Contractor:**

The Contractor shall not be held or deemed in any way to be the agent or employee of ESCNJ and/or a New Jersey Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

11. **Incorporation of Bid Documents:**

The bid documents, including all appendices executed by Contractor that have been accepted by ESCNJ (the "Bid") are specifically incorporated into this Contract.

12. **New Jersey Public Records Act:**

The Contractor acknowledges that ESCNJ and New Jersey Participants are subject to the New Jersey Public Records Act, New Jersey Public Contracts Law and information submitted to ESCNJ and/or such New Jersey Participants may be made available to the public under the provisions of this Act.

Marketing and Advertising under this Contract - applicable to Member Agency (ESCNJ) contract only:

1. Contractor agrees to provide ESCNJ with a copy or proof sheet of all advertisements, customer communications or promotional material for approval. Contractor will provide ESCNJ with date of release and name of publication, journal, etc. if applicable.
2. Contractor will include the approved ESCNJ logo, web address, bid #, bid title, bid term, NJ State Approved Co-op #65MCESCCPS and contact information in all print, electronic mail and other advertising and promotion intended for release in New Jersey.
3. The ESCNJ logo and information shall be of a clearly readable size and in appropriate proportion to other elements in the print material.
4. Contractor agrees to make available ESCNJ supplied brochures or other promotional materials on booths, tables, etc. of any or all exhibits for which the Contractor displays/participates at tradeshow, conventions and the like. Contractor will supply scheduled exhibit dates in advance.
5. Contractor agrees to insert the approved ESCNJ logo, web address, NJ State Approved Co-op #65MCESCCPS bid #, bid term and contact information on the Contractor's website promoting and providing a link to the ESCNJ website. Contractor will also provide ESCNJ with text, links and logos to be posted on the ESCNJ website.

B. **Procedures for Processing Orders**

1. Once the award is made to the Contractor, ESCNJ will inform the potential New Jersey Participants of the Contract, including a webpage dedicated to the contract on the ESCNJ website. At this point, the Contractor may directly contact any potential New Jersey Participant and any potential New Jersey Participant may directly contact the Contractor.
2. Purchase orders will not be accepted or processed by ESCNJ. All business will be contracted directly with the New Jersey Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.
3. The total cost of ESCNJ's program is funded through a 2.2% participation fee paid to ESCNJ quarterly by the participating Contractors. The administrative fee percentage is based upon the total sale or lease of goods and services, including installation, if included. This fee shall be included in all price quotations to New Jersey Participants and shall not be printed as a line item on the quotation.
4. Along with the participation fee, the Contractor will produce and provide to ESCNJ quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall be in Microsoft Excel and be available in electronic form, shall identify the Contractor and the quarter being reported, shall be delivered to ESCNJ on the 15th of the month, shall include a minimum of the fields listed below and shall allow for sorting on any of these fields:
 1. Date of order.
 2. The name of the New Jersey Participant.
 3. ESCNJ Bid Number
 4. ESCNJ Co-op Number (New Jersey State Approved Cooperative Pricing System #65MCESCCPS)
 5. List (or academic) price sales totals.
 6. New Jersey Participant price sales totals.
 7. New Jersey Participant savings totals to be sent to the ESCNJ in summary and to each individual New Jersey Participant.
5. Quarterly reports and administrative fee payments are to be made payable to ESCNJ and sent to ESCNJ, 1660 Stelton Road, Piscataway, NJ 08854, Attn: Patrick M. Moran, or such other address that ESCNJ will provide from time to time.

6. If no purchases are made in any given quarter, the Contractor shall remit a “No Activities” statement to ESCNJ for that quarter. The Contractor will also produce and provide to ESCNJ an annual summary report for all purchases made under each contract awarded by ESCNJ pursuant to this document for a period beginning with the award of the contract and ending December 31 and all consecutive annual periods, if the contract is extended.
7. New Jersey School Districts and other eligible New Jersey Participants are normally exempt from sales tax. The Contractor/Vendor should confirm this exemption and collect a tax-exempt letter from each New Jersey Participant.

C. Members Purchasing Under the Agency

There are 584 operating school districts in New Jersey and all are eligible for membership. No district is obligated to use these services. Additional New Jersey Participants may include other public educational institutions, public colleges or universities, community colleges, vocational or technical schools, municipal governments, and other governmental, quasi-governmental, or non-profit organizations. The ESCNJ Cooperative Pricing System currently has 1,400+ New Jersey Participants located in all 21 Counties of the State of New Jersey.

CONFLICT OF INTEREST

An ESCNJ employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an “arms-length” or independent transaction. This disclosure must be made in writing to the Business Administrator and/or Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

For a transaction to be considered “arms-length” or “independent”, an ESCNJ employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that an ESCNJ employee made a purchasing decision which appears to be based upon a personal relationship between the ESCNJ employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between an ESCNJ employee and a vendor, (2) when there exists the potential for a personal benefit to an ESCNJ employee, or (3) the parties to a business deal are dependent upon one another for “something” other than the purchase itself.

The Contractor shall disclose any relationship with an ESCNJ employee that would not be considered an “arms-length” or independent transaction, as described above. This disclosure must be made in writing to the Business Administrator and/or the Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

In addition, the Contractor shall, if given a copy of the potential New Jersey Participant’s conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential New Jersey Participant any relationship that would not be considered an “arms-length” or independent transaction with that New Jersey Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential New Jersey Participant.

Determination of the existence of a conflict of interest does not prohibit ESCNJ and/or a New Jersey Participant from entering into the contract and purchase order, respectively.

American Goods - American Goods Clause—N.J.S.A. 18A:18A-20 - American goods and products to be used where possible

All contracts for work for which it will pay any part of the cost or work which by contract it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, to be used in such work.

Anti-discrimination - All parties to any contract with the ESCNJ agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

Debarment/Suspension - N.J.A.C. 17:19-1.1 et seq. The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred) or the Federal System for Award—SA (www.state.nj.us/treasury/debarred) or the Federal System for Award—SA

For Time and Material bids - DPMC - There is a non-refundable fee of \$100.00 which must be submitted to the State with your application. All payments must be made on company checks (no-cash) made payable to "Treasurer, State of New Jersey". No application will be processed without the fee. If you have any questions, please contact the Contractor Classification unit by accessing the DPMC web site at www.state.nj.us/treasury/dpmc/ NOTE: It is suggested that a photocopy of this completed form be retained for your records. Please submit the completed application and all required documentation to the Treasurer, State of New Jersey. Upon review and approval of this application, your firm will be notified by mail of the effective and expiration dates, type of work, and rating assigned to your firm. Please submit your certificate with your bid package.

Any contractor who submits a bid for a public works contract the amount which exceeds **\$20,000**, pursuant to N.J.S.A. 18A:18A- 26, 27 et seq., shall be classified by the Department of Treasury, Division of Property Management (DPMC) as to the type of work and trades (character) and the aggregate rating (amount) of public work they are qualified to submit bids.

The ESCNJ may only accept bids from contractors that are qualified.

Notice of Classification—DPMC-27

The Notice of Classification is a document issued by the DPMC that provides the following information about the qualified contractor:

- Trade(s) classification held by the contractor

The contractor is classified by the trade and trade number as found in Form DPMC-27. For example

Trade Number	Trade
C030	Plumbing
C032	HVACR

The contractor is therefore qualified to submit bids (exceeding \$20,000) to the board of education that pertain to plumbing and heating, ventilation, air conditioning and refrigeration.

For Time and Material Bids Equipment Certification 18A:18A-23. A certificate showing that the bidder owns, leases, or controls all the necessary equipment required by the plans, specifications and advertisements under which bids are asked for and if the bidder is not the actual owner or lessee of any such equipment, his certificate shall state the source from which the equipment will be obtained, and shall be accompanied by a certificate from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

For Time and Material bids - Total Amount of Uncompleted Contracts - DPMC 701

This document is completed by the contractor submitting a bid, on the form provided by the DPMC. The document lists the amount of uncompleted contracts held by the contractor and a certification that the amount of uncompleted contracts, added to the bid amount for the ESCNJ Participant project, does not exceed the Aggregate Amount rating as assigned by the DPMC.

For Time and Material bids - Pre-Qualification Affidavit/No Material Adverse Change

Pursuant to N.J.S.A. 18A:18A-32, no bidder is qualified to bid on any public work contract unless they provide an affidavit that there has been no material adverse change in his qualification information pursuant to N.J.S.A. 18A:18A-28.

For Time and Material bids - Prevailing Wages Certification; Alterations and repairs - The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable statewide wage rates and for the wage rates for the county of the location of the New Jersey Participant, as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56-25 et seq. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at <http://lwd.dol.state.nj.us/> the Prevailing Wages Determination Section.

For Time and Material bids - Compliance with New Jersey Prevailing Wage Act

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

For Time and Material bids - Certified Payrolls

Every contractor agrees to submit to the New Jersey Participant a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the New Jersey Participant, if certified payrolls are not received by the New Jersey Participant. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

For Time and Material bids - Submission of Affidavit

Before final payment, the contractor shall furnish the New Jersey Participant with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

For Time and Material bids – Certificate of Authority

All bidders are to submit their Sworn Contractor Certification, a current valid “Certificate of Authority” as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority



For Time and Material bids – Contractor Trade Licenses

All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License



For Time and Material bids – Contractor’s Registration evidence “Public Works Contractor Registration Act”

A. Valid Certificate – Receipt of Bid

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that “No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act.” The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
 Division of Wage and Hour Compliance
 New Jersey Department of Labor & Workforce Development
 PO Box 389
 Trenton, New Jersey 08625-0389
 Tel: 609-292-9464
 Fax: 609-633-8591
 E-mail: wage.hour@dol.nj.gov
 Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

For Time and Material bids – NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefor NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

For Time and Material bids – Sworn Contractor’s Certification - (Bidder’s Certification)

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification may lead to the bid being rejected.**

Term of Contract and Extensions: Multiyear contracts – 18A:18A-42

All contracts for the provision of goods or services shall be awarded for a period not to exceed 24 consecutive months, except that contracts for professional services pursuant to paragraph (1) of subsection a. of N.J.S.18A:18A-5 shall be awarded for a period not to exceed 12 consecutive months. Any Board of Education may award a contract for longer periods of time for the listed goods/services as stated in 18:A-18A-5. Any contract for services other than professional services, the statutory length of which contract is for three years or less, may include provisions for no more than one two-year, or two one-year extensions, subject to the following limitations:a. the contract shall be awarded by resolution by the ESCNJ Board Members upon a finding by the ESCNJ that the services are being performed in an effective and efficient manner; b. no such contract shall be extended so that it runs for more than a total of five consecutive years; c. any price included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and d. the terms and conditions of the contract remain substantially the same. All multiyear leases and contracts entered into pursuant to this section, including any two-year or one-year extensions, except contracts for insurance coverages, insurance consultant or administrative services, participation or membership in a joint self-insurance fund, risk management programs or related services of a school board insurance group, participation in an insurance fund established by a county pursuant to N.J.S.40A:10-6 or contracts for thermal energy authorized pursuant to subsection a. above and contracts for the provision of performance of goods and services to promote energy conservation through the production of I renewable energy, authorized pursuant to subsection o. of this section, shall contain a clause making them subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, or contain an annual cancellation clause. All contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the “Public School Contracts Law” N.J.S.18A:18A-1et seq., except that a contract may be extended by mutual agreement of the parties to the contract when a board of education has commenced rebidding prior to the time the contract expires or when the awarding of a contract is pending at the time the contract expires.

18. New Mexico, Cooperative Educational Services (CES)

The following are terms and conditions that apply to CES Members' and Participating Entities' use of products, services and/or construction services procured by this Request for Proposal (RFP) or Request for Bid (RFB). By making use of any products, services and/or construction services procured by this RFP or RFB, the Member or Participating Entity agrees to the following conditions.

Use Conditions

1. The contract terms to be followed by the Contract Holder are those contained in the above referenced RFP or RFB, and Contract Holder will agree to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder will agree that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members or Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

2. CES Member or Participating Entity acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. A CES Member or Participating Entity may place purchase orders for Products, Services and/or Construction Services und with the contract holder or in the case of construction CES which, in turn, shall place the purchase order with the Contract Holder. However, any resulting contract between the Contract Holder and a CES Member or Participating Entity does not create any additional obligations on the part of CES.

3. For transactions which involve CES transmitting purchase orders from a Member or Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member or Participating Entity in accordance with CES Member or Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES. For purchase orders sent doirectly to the contract holder or purchase orders sent by CES to the contract holder, CES ~~also~~ volunteers to provide informal mediation services between Contract Holder and CES Member or Participating Entity in the event any dispute arises between them.

4. For purchase order sent to contract holder by CES, upon CES' receipt of funds from the CES Member or Participating Entity, CES has shall apply those funds only as instructed by CES Member or Participating Entity. CES shall incur no liability to CES Member or Participating Entity except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services. Performance is the sole responsibility of Contract Holder.

5. CES Member or Participating Entity agrees that it will not assert any claim against CES in the event a dispute arises regarding the alleged failure of Contract Holder or a CES Member or Participating Entity to perform as provided for any purchase order or other contract between Contract Holder and a CES Member or Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

6. Any liability alleged to lie with CES shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

For the purposes of this solicitation the following terminology shall be defined as indicated below:

1. The terminology: "Agency", "CES Eligible Agency" and "Eligible Agency" are defined as a CES Member, Participating Entity and other entities that may utilize any contract created through this solicitation. Therefore, Agency, CES Eligible Agency, Eligible Agency, Member and Participating Entity are interchangeable.
2. The terminology: "Buyer" is defined as Association of Educational Purchasing Agencies "AEPA" as the agency that conducts and performs procurement activities on behalf of CES and CES Agencies in accordance with a CES Joint Power Agreement, and/or a Cooperative Purchasing Agreement and CES policies and procedures.
3. The terminology: "Offeror" is defined as contractor, contract holder, vendor, or supplier and can be used interchangeable.
4. The terminology: Cooperative Educational Services is defined as "CES", "CES Members and Participating Entities". Therefore, CES, Members and Participating Entity are interchangeable.

Acceptance of Delivered Services: The CES Member or Participating Entity will be the determining judge of whether materials and services delivered under the contract satisfy the requirements as identified in the contract order. If there is a dispute between the Offeror and the CES Member or Participating Entity, CES will make the final determination.

Accounts Payable: This is the amount owed to an Offeror by CES due to an accepted delivery of products or services by a CES Member or Participating Entity pursuant to a contract executed as a result of this solicitation. for CES issued purchase orders, the Offeror agrees not to contact the accounts payable department, business manager or executive officer of a CES CES Member or Participating Entity which owes CES payment for a product or service delivered, unless CES has specifically requested

assistance in collecting a past due payment.

Administrative Fee: CES' two percent (2%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable and other fees/charges) that are invoiced to CES' member. The CES administrative fee will be paid by the Offeror to CES once payment is received from the CES or CES Member or Participating Entity according to the payment schedule established by CES.

Applicable Law: Any contract executed as a result of this solicitation will be governed by the laws of the State of New Mexico, both as to interpretation and performance. Suits pertaining to this contract can be brought only in courts in the State of New Mexico. Offerors doing business with CES must be in compliance with the Federal Civil Rights Acts of 1964 and Title VII of that Act, Rev. 1979. All work under any contract entered into as a result of this solicitation will be done in strict accordance with the most recent edition of any relevant regulation, standard, document or code that relates to these laws. Where conflict among the requirements or with these specifications exists, the most stringent requirement will be used.

Arbitration: Any contract executed as a result of this solicitation which requires arbitration, is subject to the extent required by the New Mexico Uniform Arbitration Act, Sections 44-7A-1 to 44-7A-32 NMSA 1978.

Assignees, Mergers, Dissolution and Successors: The Offeror agrees that during the term of the contract, it will maintain its existing business structure and adhere to the terms and provisions of said contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved, the business structure will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another business structure or permit one or more other business structures to consolidate or merge into it, unless the surviving, resulting, or transferred business structure can:

- A. Qualify to do business in the State of New Mexico and holds the appropriate licenses, registrations, etc.;
- B. Assume, is capable of, and has the capacity and qualifications and agrees in writing to perform all of the existing and future obligations of the original Offeror;
- C. Provide CES with all of the documents required for it to review, evaluate and approve; and
- D. Receive CES' written approval.

Assignment of CES Payments: If the Offeror requests that its payment from CES, its Members or Participating Entities be issued to a third party or that a joint check be issued to the Offeror and a third party, this request must be submitted and approved by CES prior to the Offeror accepting a purchase order. CES reserves the right to assess a special handling charge of Thirty-Five Dollars (\$35) per check. The special handling charge will be deducted from the amount of the invoice being paid.

Audit Rights: In accordance with applicable State of New Mexico and federal law, the Offeror's books and records related to any process and/or activity that occurs as a result of a contract executed as a result of this solicitation may be inspected by CES and/or the New Mexico State Auditor. Offeror must retain payment records received from CES for a period of (3) years from the date of final payment.

Billing: All invoices will be from the Offeror to CES, its Members or Participating Entities and will list either the CES purchase order number or the CES Member or Participating Entity purchase order number(s) issued. If CES issues the purchase order, the CES Member's or Participating Entity's name must be on the invoice. The Offeror will only issue invoices to CES, CES Member or Participating Entity from which the purchase order was issued. The Offeror will only accept a purchase order from a CES, CES Member or Participating Entity in accordance with the purchasing process identified and agreed to by CES and the Offeror.

Bonds: Bid, Performance and or Payment Bonds, if required, are to be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.

Bribes, Gratuities and Kickbacks: The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

Campaign Contribution Disclosure Form: Documents used to disclose whether they, a family member, or a representative of the prospective Offeror has made a campaign contribution to an applicable public official of the State or a local public body during the two years prior to the date on which the Offeror submits a proposal (Chapter 81, Laws of 2006). Prior to the Offeror entering into a contract with an individual CES Agency, the Offeror must provide the CES Member or Participating Entity with a Campaign Contribution Disclosure Form.

CES Members: Are the parties to the CES Joint Powers Agreement (JPA) and consist of public educational institutions within the State of New Mexico and include public school districts as defined in NMSA 1978, § 22-1-2, State Institutions as defined in

NMSA 1978, § 22-1-2, State Educational Institutions defined under Article XII, Section 11 of the New Mexico Constitution, most of the community colleges defined by the "Community College Act" as defined in NMSA 1978, § 21-13-1 et seq., their branch community colleges as defined in NMSA 1978, § 21-14-1 et seq., technical and vocational institutes defined in NMSA 1978, § 21-16-1, area vocational schools defined in NMSA 1978, § 21-17-4, off campus community colleges or instructional facilities as defined in NMSA 1978, § 21-14A-1, charter schools as defined in NMSA 1978, § 22-8A-1, Regional Center Cooperatives as set forth in Section 22-2B-1 et seq., and 638 schools and grant schools. Each public educational institution is authorized by its governing body and the Procurement Code NMSA 1978, § 13-1-135 to enter into cooperative purchasing agreements, pursuant to NMSA 1978, § 11-1-1 and Sec. 108 of Ch. 65 of the Laws of 1984 (The Procurement Code).

CES Participating Entities: Is defined as public agencies and/or organizations classified as follows that may participate in and purchase tangible personal property, professional, non-professional and construction services through their cooperative purchasing agreement with CES.

- A. Federal Agency [25 USC 3001 (4)] is defined as any department, agency, or instrument of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.
- B. State Agency NMSA 1978, § 13-1-190 is defined as any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or office of the executive, legislative, or judicial branch of the government of this State. "State agency" includes the purchasing division of the General Services Department (GSD) and the state purchasing agent but does not include local public bodies.
- C. Local Public Body [NMSA 1978, § 13-1-67] is defined as a political subdivision of the State and the agencies, instruments and institutions thereof, including: two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [NMSA 1978, § 13-1-28].
- D. Non-Profit, Non-Public Educational Institutions and other Non-Profit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code) is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

CES Regions: New Mexico is a large state geographically. CES is dividing the State into eight (8) service regions. Contractor can choose which of these service regions of the State they wish to provide products and services. The eight (8) service regions are listed below with the Public-School Districts located in each. Any public educational institution, i.e. BIA schools, charter schools, colleges, universities, community colleges or participating entities physically located within these regions are considered as part of that region.

1. **Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington, Gallup-McKinley, and Zuni School Districts; Navajo Preparatory School, Pine Hill Schools, San Juan College, Shiprock Associated Schools, and University of New Mexico - Gallup Branch
2. **Region Two (2)** – Chama Valley, Cuba, Española, Jemez Mountain School, Los Alamos, Mesa Vista, Pecos, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos School Districts; New Mexico School for the Deaf, Northern New Mexico College, Santa Fe Community College, Santa Fe Indian School, University of New Mexico - Los Alamos Branch, and University of New Mexico – Taos Branch
3. **Region Three (3)** – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Raton, Roy, Santa Rosa, Springer, Wagon Mound and West Las Vegas School Districts; Luna Community College and New Mexico Highlands University
4. **Region Four (4)** – Albuquerque, Belen, Bernalillo, Estancia, Grants-Cibola, Jemez Valley, Los Lunas, Magdalena, Moriarty-Edgewood, Mountainair, Quemado, Rio Rancho, Socorro and Vaughn School Districts; Alamo Navajo School, New Mexico CFYD, New Mexico Institute of Mining and Technology, New Mexico State University at Grants, University of New Mexico and University of New Mexico - Valencia Campus
5. **Region Five (5)** – Clovis, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Texico, and Tucumcari School Districts; Clovis Community College, Eastern New Mexico University and Mesalands Community College
6. **Region Six (6)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum School Districts; Eastern New Mexico University-Roswell, New Mexico Junior College, New Mexico Military Institute and New Mexico State University at Carlsbad
7. **Region Seven (7)** – Alamogordo, Capitan, Carrizozo, Cloudcroft, Corona, Hondo Valley, Ruidoso, and Tularosa School Districts; Mescalero Apache School, New Mexico School for the Blind and Visually Impaired, New Mexico State University at Alamogordo
8. **Region Eight (8)** – Animas, Cobre, Deming, Gadsden, Hatch Valley, Las Cruces, Lordsburg, Reserve, Silver and Truth or Consequences School Districts; New Mexico State University and Western New Mexico University

Contract: Any agreement for the procurement of items of tangible personal property, construction, professional services and other services.

Contract Term and Extension: The contract term shall be for up to four (4) calendar years and shall continue until terminated, canceled or extended. CES reserves the right to renew the Agreement through a written amendment signed by all required signatories but, in any case shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

Contract Month-to-Month Extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interest of CES, its Members, and Participating Entities but, in any case shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150 and the Association of Educational Purchasing Agencies (AEPA).

Contractor: An Offeror who has been awarded a contract for delivery of items of tangible personal property, professional services and other services.

Cooperative Procurement: Is authorized under NMSA 1978 § 13-1-135 and this contract is based on the need for CES to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing for public educational institutions, Participating Entities, Local Public Bodies and other external procurement units.

Cooperative Procurement Agreement: Is an agreement between CES and a Participating Entity for establishing the procurement method by which Participating Entities may join in cooperative multi-jurisdictional contract to ensure the commitment of each Participating Entity. Further, the Agreement provides an understanding of the contracting process and the organization and operation of this purchasing cooperative (CES).

Credit Hold: The Offeror must agree not to place CES, its Member or Participating Entity on "credit hold" without ten (10) days advanced notice in writing, either by e-mail or letter. When it involves a direct purchase from a Member or Participating Entity, contract holder agrees to copy CES on all collection correspondence. Before CES can pay an Offeror's invoice, it must collect payment from the Member or Participating Entity that received the product. CES believes it is better for the Offeror if CES places the slow-paying agency on "credit hold". If an Offeror places CES on "credit hold," agencies that pay promptly are penalized. If, on the other hand, CES places the offending agency on "credit hold", payment is more likely to result and only the offender is punished.

Default in One Installment to Constitute Total Breach: Offeror will deliver conforming materials in each installment, or lot of any contract, and may not substitute nonconforming materials. CES reserves the right to declare a breach of contract if the Offeror delivers nonconforming materials to any CES Member or Participating Entity under this contract.

Defective Goods: Offeror agrees to pay for return shipment on goods that arrive in a defective or non-operable condition as determined by the CES Member or Participating Entity. Offeror agrees to arrange for return shipment of damaged goods at no cost to the CES Member or Participating Entity.

No Replacement of Defective Tender: Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this will constitute a breach, and Offeror will not have the right to substitute a conforming tender without written consent of all parties involved.

Delivery of Goods and Services: Offeror agrees to supply and deliver the Goods or Services to CES, its Members or Participating Entities and to perform the Services, as applicable per the terms set out in the scope of work. Offeror shall, at its own expense, pack, load, and deliver Goods or Services to the Delivery Point and in accordance with the delivery terms, shipping, packing, and other instructions printed on the CES or CES Member or Participating Entity purchase order or otherwise provided to the Offeror by CES, its Members or Participating Entities in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the purchase order or otherwise agreed to in writing by CES, its Member or Participating Entity.

Offeror must immediately notify CES, its Members or Participating Entities if Offeror is unable to meet a Delivery Date. At any time prior to the Delivery Date, CES, its Members or Participating Entities may, upon notice to Offeror, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of CES, its Members or Participating Entities or due to failure of Offeror to comply with this Agreement, unless otherwise noted.

Title and risk of loss or damage shall pass to CES, its Members or Participating Entities upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the CES, its Members or Participating Entities in writing. CES, its Members or Participating Entities has no obligation to obtain insurance while Goods are in transit from Offeror to the Delivery Point.

Descriptive Literature and Brand Names: Contractor, as required by CES, its Members or Participating Entities All include a complete set of the manufacturer's descriptive literature regarding the equipment and software offered. Brand names, trade

names and/or catalog numbers are intended to describe and identify equipment and software.

Disclosure of Confidential Information: Any confidential information provided to the Offeror by CES, its Members or Participating Entities or developed by the Offeror based on information provided by CES, its Members or Participating Entities in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Offeror without the prior written approval of CES, its Members or Participating Entities. Upon termination of this Agreement, Offeror shall deliver all confidential material in its possession to CES, its Members or Participating Entities within thirty (30) business days of such termination. Offeror acknowledges that failure to deliver such confidential information to CES, its Members or Participating Entities will result in direct, special, and incidental damages.

Disclosure of Employment: Offerors will disclose at CES request any and all owners, contractors, or employees who are active employees of CES or are immediate relatives of an employee of CES.

Electronic Data: The product and service provider must be willing and capable of providing to the CES and its Member or Participating Entity, upon request, documents i.e. proposals, communications, test results, reports, design/as-built drawings, presentations, specifications, etc. in an acceptable electronic format as approved by CES or CES Member or Participating Entity.

Estimated Quantities: CES does not guarantee quantities or usage. Usage depends on the actual needs of the CES Members or Participating Entities.

Indemnification Intellectual Property: The Offeror shall defend, at its own expense, CES, its Members and Participating Entities against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against CES, its Members and Participating Entities based upon Offeror's trade secret infringement relating to any product or services provided under this Agreement, the Offeror agrees to reimburse CES, its Members and Participating Entities for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, CES, its Members and Participating Entities shall:

- 1) Give the Offeror written notice, within forty-eight (48) hours, of its notification of any claim;
- 2) Allow the Offeror to manage the defense and settlement of the claim as permitted by law; and
- 3) Cooperate with the Offeror, in a reasonable manner, to facilitate the defense or settlement of the claim. CES, its Members, and Participating Entities Rights: If any product or service becomes, or in the Offeror's opinion is likely to become, the subject of a claim of infringement, the Offeror shall, at its sole expense:

- 1) Provide CES, its Members and Participating Entities the right to continue using the product or service and fully indemnify CES, its Members and Participating Entities against all claims that may arise out of CES, its Members and Participating Entities use of the product or service;
- 2) Replace or modify the product or service so that it becomes non-infringing; or
- 3) Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Offeror. The Offeror's obligation will be void as to any product or service modified by CES, its Members and Participating Entities to the extent such modification is the cause of the claim.

Installation: Equipment or products that require professional installation will be installed in coordination with the CES Member or Participating Entity. If delayed, the Offeror will notify in writing both CES and the CES Member or Participating Entity of the revised installation date.

Insurance: Upon contract award, the contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under the prospective contract, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by ~~any~~ of the contractor or by anyone for whose acts the contractor may be liable during the entire performance period of the prospective contract. The contractor must furnish an ACORD Certificate of Insurance to the CES. If policy changes occur during the life of the contract, it is the Offeror's responsibility to provide updated proof of coverage to the CES procurement officer.

1. Offerors will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes.

2. Offerors will submit a certificate of comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability. Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

- b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
3. Umbrella: \$1,000,000. The Offeror will name CES and the CES Member or Participating Entity as co-insured up to the limits required by New Mexico Statutes. Additional punitive damages liability to \$500,000 will be provided naming CES as co-insured.
 4. Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars (\$1,000,000) per occurrence combined single limit for both personal injury and property damage.
 5. In addition, Offeror must provide, upon request, identical certification of insurance to any CES Member or Participating Entity using this contract. Prior to commencing any work, any subcontractor must procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor and CES Member or Participating Entity.

Invoice: Offeror will invoice, either CES, its Member or Participating Entity after acceptance of the delivery of goods and/or services. Goods and services will be invoiced at current contract pricing on file with CES. At a minimum the invoice must include: the contract number, the hourly rate or the catalog/list unit price, the CES discount and the final CES price. All pricing must include the CES two percent (2%) administrative fee embedded into the final CES price. Except for adding shipping or freight costs, the invoice amount cannot exceed the amount of the CES or CES Member or Participating Entity purchase order total. New Mexico Gross Receipts Tax (if applicable) must be shown as a separate line.

Leasing: Contractor may offer CES Members the option to enter into a lease or lease purchase agreements, providing such agreements are in compliance with New Mexico statutes. CES must receive a copy of the executed leasing documents between the leasing agency and the CES Member or Participating Entity. The contractor providing the equipment(s) to the CES Member or Participating Entity that is funded thru a lease option shall pay CES the two percent (2%) administrative fee on the total cost of the equipment(s). The CES administrative fee is non-refundable should the lease terminate early. CES will not collect lease payments, the CES Member or Participating Entity will make lease payments directly to the leasing agency. All terms of the leasing agreement must be included in the proposal including interest rates as related to a government standard. Contractor must indicate if the shipping costs for the return of leased equipment are the responsibility of the CES Member or Participating Entity and what that cost will be. No sale of a contract to a third party will be made without informing CES and CES Member or Participating Entity of the transfer. If Offeror sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Offeror.

A purchase option must be available with each scheduled payment. At lease end, an option to purchase the equipment at fair market value must exist or the CES Member or Participating Entity must return the equipment to the Leasing Agency. As required by New Mexico law, the lease agreement with the CES Member or Participating Entity must contain a termination provision for "Non-Appropriation of Funds." In the event no funds or insufficient funds are appropriated and budgeted by the CES Member or Participating Entity (Lessee) or are otherwise unavailable in any fiscal year for the payment of lease and other amounts due under the lease, the lease shall terminate on the last day of the fiscal period for which appropriations were received under the lease without penalty or expense to Lessee. ~~It is up to~~ The CES Member or Participating Entity shall make the determination if sufficient funds have been appropriated. The CES Member or Participating Entity shall give Lessor or its assignee written notice at least thirty (30) days prior to termination of lease due to Non-Appropriation of Funds.

Legal Remedies: All claims and controversies are subject to the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199.

Licenses: The contractor will maintain in current status all applicable federal, state, and local licenses, bonds, and permits as required for the performance of any contract awarded. Copies of licenses will be submitted by the contractor as required by CES, its Member or Participating Entity.

Liens: All materials and services will be free of all liens.

Limitation of Liability: The contractor's liability to CES or any CES Member or Participating Entity, for any cause whatsoever shall be for the total amount of damages resulting from the Offeror, sub-contractors and/or employees acts that may result in personal injury, property damage or any other damages as identified by CES or its CES Member or Participating Entity caused by the contractor's negligence. The liability of CES or any CES Member or Participating Entity will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, asamended.

Ordering Process: CES currently offers three (3) procurement/purchasing options: **Traditional Method, Online Ordering Method Through Offeror's Web Site, and Direct Purchase.**

1. Traditional" method, CES Members and Participating Entities will submit signed purchase orders to CES. CES will then issue a purchase order to the Offeror. The Offeror must agree to never accept a purchase order directly from the CES Member or Participating Entity based on this procurement method. The purchase order you receive must be issued by CES.
2. Online ordering through Offeror's website method. Allows the CES Members or Participating Entities to go online and create an order through the Offeror's system; the Offeror delivers the product/services; invoices the CES Member or Participating Entity; the CES Member or Participating Entity pays the Offeror; and the Offeror rebates the CES administrative fee to CES, unless an agreement to deviate from this process has been approved in writing by both parties.
3. Direct Purchase method. The CES Member or Participating Entity makes their purchase order (PO) out to the Offeror and sends it to CES for contract compliance. CES will stamp the PO "Approved" and will forward the PO to the Offeror. This will serve as the "authorization" for the Offeror to proceed with the purchase. Offeror will invoice the CES Member or Participating Entity directly and collect payment. Offeror will remit to CES the CES administrative fee on a monthly basis according to the payment schedule established by CES.

Ownership of Materials and Documents: CES, its Members or Participating Entities shall be the sole owner of all rights, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "**materials**") which are originated, produced or created through contractor's work for hire pursuant to a contract with CES Member or Participating Entity. Contractor shall execute all **documents** necessary to assign and transfer to, CES, its Members or Participating Entities all Offeror's rights, title and interest in the original **materials**, including any copyright, patent and trade secret rights which arise pursuant to Offeror's work under said Contract.

Payment by CES: CES will make every effort to collect payment from Members or Participating Entities for the purchase of goods and services within thirty (30) days after the receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the amount owed. *Any offeror that requires payment in less than forty-five (45) days may not be considered.* CES must first receive payment from the Member or Participating Entity in order to process payment to the Offeror. If any payment is delayed beyond forty-five (45) days from the due date, the Offeror agrees not to charge CES interest on the late payment.

Payments by CES Member or Participating Entities: For the purchase by a CES Member or Participating Entity directly from the Offeror for goods and services that have been received and accepted. Payment from the Member or Participating Entity to the Offeror will be made within forty-five (45) days after the receipt of a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. If a dispute arises or an agency's account becomes delinquent, the Offeror is encouraged to contact and request assistance from CES. *Any offer that requires payment in less than forty-five (45) days may not be considered.*

Payment of Administrative Fee: When a CES Member or Participating Entity issues payment directly to the Offeror for goods and services received and accepted, the Offeror will upon receipt of payment from a CES Member or Participating Entity, issue payment to CES for the CES administrative fee in an amount equal to two percent (2%) of the total invoice amount.

Prime Contractor: Any Contractor paid directly by CES or its Member or Participating Entity is a prime contractor; a subcontractor is paid by the prime contractor. Prime contractors using subcontractors are responsible for all actions of their subcontractors.

Procurement Code: NMSA 1978, §§ 13-1-21 through 13-1-199 may be cited as the "Procurement Code".

Progress Payments: CES, its Members, and Participating Entities may allow progress payments to be made on goods and/or services received and accepted under the following conditions:

1. The CES Member or Participating Entity and the contractor agree to the terms and milestones of the project for progress payments in writing prior to issuing a purchase order to the contractor.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service or goods delivered.

3. The CES Member or Participating Entity will provide a method or criteria of verifying progress payment.
4. The contractor must obtain from the CES Member or Participating Entity a written documentation identifying work completed and goods received to be submitted with progress payment request.
5. Payments will be made only after actual goods and/or services are verified, received, and accepted by the CES Member or Participating Entity.
6. Payments will be made in full compliance with the CES Member or Participating Entity local administrative procedures, policies and any/all other applicable state rules, regulations and statutes.
7. Progress payments involving CES purchase orders must be invoiced through CES. Progress payments involving CES Member or Participating Entity purchase orders must be invoiced by CES Member or Participating Entity.
8. If the estimate of work and/or goods received are not approved and certified by the CES Member or Participating Entity can withhold an amount from the progress payment that reasonably represents the deficiency identified in the Offeror's payment request. In such cases, the contractor agrees to hold CES, its Member or Participating Entity harmless for any deficiency of payment.
9. If any payment is delayed beyond forty-five (45) days from the due date, the contractor agrees not to charge CES, its Member or Participating Entity interest on the late payment.
10. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

Quality: Unless otherwise noted in this solicitation, Offeror warrants that for one (1) year after acceptance of the equipment or materials or work performed for the CES Member or Participating Entity, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by Offeror.

Safety Measures: Contractor will take all necessary precautions for the safety of CES Member or Participating Entity staff, contractor and subcontractor staff, and the public in general.

Safety Standards: All items supplied to CES Member or Participating Entity will comply with all current and applicable US Federal and State of NM Safety Standards, Statutes, Rules and Regulations.

Sample: Samples may be required prior to awarding a contract and/or prior to entering into an individual project contract. Upon request of CES Member or Participating Entity, the Offeror will provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from CES Member or Participating Entity. Samples will be free of charge and submitted and removed at Offeror's expense. Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended and overall appearance. Samples received may be held for comparison with deliveries. CES and its Member or Participating Entity will not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to Offeror will be considered abandoned and the CES Member or Participating Entity will have the right to dispose of them.

Shipping Errors: Offeror agrees that shipping errors will be at the expense of the contractor. For example; if the contractor ships a product that was not ordered by the CES Member or Participating Entity, it is the responsibility of the contractor to pay for shipping charges back to the manufacturer or distributor, etc, at the convenience of the CES Member or Participating Entity.

Shipping Terms: FOB Destination, "pre-pay and add "unless otherwise indicated by the CES Member or Participating Entity. The receiving agency will notify CES, the Offeror and/or Freight Company promptly of any damaged goods and will assist the Freight Company/Offeror in arranging for inspection.

Smoking: All Offerors and subcontractors must adhere to CES Member or Participating Entity smoking policies.

Stored Materials: Upon prior written agreement between the Offeror and CES Member or Participating Entity, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to CES Member or Participating Entity prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Offeror against loss and damage. Offeror agrees to provide proof of insurance coverage and ~~for~~ addition of CES Member or Participating Entity as an additional insured upon agency's request. Additionally, if stored offsite, the materials must also be clearly identified as property of a buying CES Member or Participating Entity and be separated from other materials. The buying agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final

acceptance by the CES Member or Participating Entity, it shall be the contractor's responsibility to protect all materials and equipment. The contractor warrants and guarantees that title for all work, materials and equipment shall pass to CES Member or Participating Entity upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Suspension or Debarment Status: If any firm, business, person, or Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, ~~the~~ shall result in the cancellation of any contract.

Taxes: Prices offered will not include applicable State of New Mexico Gross Receipts Tax (NMGRT) and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by the CES Member or Participating Entity issuing the purchase order to CES or Offeror. No NMGRT can be collected on delivery charges to the agency's location.

Taxes - Indian Reservation or Tribal Tax: If goods or services are subject to Indian reservation or tribal tax, Offeror shall include such taxes as a separate item on the original invoice to CES.

Termination for Material Breach: Either Party may terminate any Agreement by notice to the other Party, for any material breach of said Agreement by the other Party, if such breach is not cured within ten business days after the breaching Party receives notice of such breach from the non-breaching Party; provided, however, if such breach is not capable of being cured within the ten business day period, the cure period shall be extended for an amount of time that the Parties agree to in writing and is reasonably necessary to cure such breach, so long as the breaching Party is using diligent efforts to do so. In case of Default and/or Breach by the Offeror, for any reason whatsoever, CES or the CES Member or Participating Entity may procure the goods or services from another source and hold the Offeror responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and CES or the CES Member or Participating Entity may also seek all other remedies under the terms of said Agreement and under law or equity.

Termination for Convenience: CES can, by written notice stating the effective date, may terminate any Agreement for convenience in whole or in part, at any time. CES, its Member or Participating Entity shall pay for acceptable work performed prior to the Offeror's receipt or issuance of a notice of termination. The Offeror shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

Termination for Default: CES reserves the right to terminate in whole or any part of any contract executed as a result of this solicitation due to the failure by the Offeror to carry out any obligation, term or condition of the said contract. CES may issue written notice to the Offeror for acting or failing to act under but not limited to the following conditions.

1. The Offeror provides material that does not meet the specifications of the contract.
2. The Offeror fails to complete the services set forth in the specifications of the contract.
3. The Offeror fails to complete the work required or to furnish the materials required within the specified time.
4. The Offeror fails to make progress in the performance of the contract and/or gives CES cause to believe that the Offeror will not or cannot perform the requirements of the contract.
5. The Offeror fails to observe any or all of the terms and conditions.
6. The Offeror accepts purchase orders, based on this contract, directly from a CES Member and then invoices them directly.
7. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, the Offeror will have ten (10) business days to provide a satisfactory response in writing to CES. Failure on the part of the Offeror to satisfactorily respond shall result in CES terminating the contract.

Termination for Gratuity: CES shall, by written notice to Offeror terminate the contract if the Offeror is found in violation of any of the following: NMSA 1978, § 13-1-191, NMSA 1978, § 30-24-1, NMSA 1978, § 30-24-2, NMSA 1978, § 30-41-1 to NMSA 1978, § 30-41-3.

Termination for Non-Appropriation: Any individual Member's or Participating Entities' project covered by this solicitation and executed through the CES procurement process may be terminated for insufficient appropriations or authorizations. If sufficient appropriations and authorization are not made by the Legislature of New Mexico, or the CES Member or Participating Entity's Governing Body, any Agreement executed as a result of this solicitation shall terminate immediately upon written notice being given by CES, or the CES Member or Participating Entity to the Offeror. CES, its Members or Participating Entity's Governing Body decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Offeror and shall be final.

Title and Risk of Loss: The title and risk of loss of material or service will not pass to CES Members or Participating Entities until it receives the material or service at the point of delivery, unless otherwise specified within this document.

Trade-In Equipment: Equipment for trade-in shall follow the requirements of NMSA 1978, § 13-1-156 and shall be dismantled and removed at the Offeror's expense.

Warranty: The Offeror agrees that the tangible personal property or services furnished shall be covered by the most favorable commercial warranties the Offeror gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to CES and/or the CES Member or Participating Entity and are in addition to and do not

limit any rights afforded to CES and/or the CES Member or Participating Entity by any other Clause of this Agreement or order. Offeror agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

Year-End Procurement: Purchase orders (PO) issued to an Offeror for goods must be delivered and services must be completed five (5) days prior to the CES Member or Participating Entity fiscal year end (June 30th), unless agreed upon in writing by both the CES Member or Participating Entity and the Offeror. CES must receive all invoices dated for the prior fiscal year by the 10th business day in July. The CES Member or Participating Entity may cancel purchase orders not completed by June 25th. The CES Member or Participating Entity may issue new or revised purchase orders dated after July 1st for any goods not delivered or services not completed by June 25th.

19. North Dakota, North Dakota Educators Service Cooperative (NDESC)

General Terms and Conditions (All Categories)

- a. **Governing Law:** The laws of the State of North Dakota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
- b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Cass County, North Dakota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Cass County, North Dakota.
- c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.
- d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with North Dakota Statutes and guidelines. NDESC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with NDESC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to NDESC by the vendor at the front end of the lease. NDESC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.
- e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:
 - i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
 - ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
 - iii. That a violation of this section is a misdemeanor; and
 - iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.
- f. **Participating Agency:** A participating agency shall be defined under Chapter 54-40.3 of the North Dakota Century Code, as amended. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.
- g. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.
- h. **Vendor Orientation:** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of NDESC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

8. Additional Participating Agency Terms and Conditions for Non-Construction Products and Services

If requested by NDESC, the contracted vendor will work with NDESC to develop an order form, or order forms, containing the most commonly purchased items, that NDESC can utilize to market the contracted vendor to its participating agencies.

9. Additional Participating Agency Terms and Conditions for Construction Related Products and Services

Upon acceptance and approval of the Vendor's offer by AEPA, NDESC will independently consider the offer and consult with the Vendor determine if the Vendor can meet the requirements for construction-related products and services, according to [Chapter 48-01.2 of the North Dakota Century Code](#), and to enter and execute a contract in the state of North Dakota. Once NDESC and the Vendor can confirm that business can be conducted in North Dakota, NDESC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction-related projects, products and services, the contracted vendor must also send a duplicate quote to NDESC. The quote provided to NDESC must include the contact information of the participating agency.

Performance Bond (for construction and/or installation related projects): Performance bonds will be required on all projects valued at fifty-thousand dollars (\$50,000) or more in North Dakota. All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to NDESC via email (info@purchasingconnection.org). The Vendor will be responsible for providing NDESC with a copy of all contracts and bonds following NDESC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Vendor and the participating agency. NDESC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

10. Insurance

The Vendor shall purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of NDESC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying NDESC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to NDESC. COIs must be updated and sent to NDESC upon insurance coverage renewal. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

- a. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
- b. Automobile Liability: \$1,000,000 each occurrence
- c. Workers Compensation: \$100,000

NDESC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor shall provide the COI with their submission.

11. Procedure for Contract Award, Notification and Processing Orders

Once the award is recommended by the AEPA Review Committee, NDESC considers the recommendation based on the value of the potential contract for its participating agencies. In the event of an award by the NDESC Board of Directors, NDESC will inform its participating agencies of the award.

- a. The contract will be listed and promoted on the NDESC website (www.ndesc.org).
- b. Announcement of the contract award.
- c. Upon award and completion of the vendor orientation, NDESC will promote the contract opportunity to its membership in one or more of the following ways: websites; agency newsletters; hard copy marketing flier; Email

- announcements; contract catalog; and trade shows.
- d. NDESC will require a marketing flyer, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. NDESC may assist in the development of the marketing flier and material (if requested by the vendor), but in all cases shall have the authority to review and approve any marketing materials. If a web site is used, the link will be made available from the NDESC web page. Any web page or link, or other marketing tools shall be dedicated to NDESC and/or AEPA information only.
 - e. When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts, including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs.
 - f. Ordering Methods
 - i. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined.
 - ii. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
 - iii. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
 - iv. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
 - g. NDESC requires that all participating vendors offer the contract opportunity to all NDESC participating agencies.

12. Administrative Fees and Reporting

The administrative fee is to be paid by the Vendor to NDESC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to NDESC a sales report, in Excel format, listing the following information:

- a. Name of purchasing agency
- b. Address of purchasing agency (city, state, zip code)
- c. Date of purchase
- d. Invoice number
- e. Amount of purchase
- f. Administrative fee generated by sale
- g. Savings generated by sale

This report shall include all sales made and payments received by the Vendor in said quarter. The sales report shall be emailed to Jane Eastes at jeastes@lcsc.org and copied to Lori Mittelstadt at lmittelstadt@lcsc.org. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to NDESC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment. If mailing a check, the payment shall be delivered to Jane Eastes, NDESC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

13. Express Online Marketplace

NDESC provides participating agencies with an online purchasing platform called Express, powered by EqualLevel. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of NDESC's commodity-based contracts. A Vendor does not have to have an e-commerce site to be included in Express. NDESC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. NDESC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, NDESC will require integration into Express promptly.

20. OHIO COUNCIL OF EDUCATIONAL PURCHASING CONSORTIA (OCEPC)

A. General Terms and Conditions that apply for all Categories:

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. Contractor shall verify to the Ohio Council of Educational Purchasing Consortia (OCEPC), its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in an Ohio Court of Common Pleas of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by Ohio Revised Code Section 5719.042.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of Ohio, including but not limited to registration with the Ohio Secretary of State.

4. Findings for Recovery

Contractor warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Contractor has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

5. Ohio Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of Ohio.

6. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees, officials, or guests of the Member Agency or for any other good cause.

Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 without prior approval of the Member Agency.

7. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services

are performed by the Contractor or a subcontractor of any tier.

8. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

9. Audit

Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.

10. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

11. Non-Appropriation

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency.

12. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency's board members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

13. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract.

14. Successor and Assigns

OCEPC and the Vendor each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither OCEPC nor the Vendor shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers of OCEPC, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

No contract amendments can be made without the approval of the AEPA membership.

B. Non-Construction Products and Services:

1. Bus Purchases

For the purchase of school buses, the successful Contractor shall provide bonds required by Ohio Revised Code Sections 153.54 and 153.571.

C. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by Ohio Revised Code Sections 153.54 and 153.571.
2. Progress payments and retainage shall be in accordance with the provisions of the Ohio Revised Code including Ohio Revised Code Sections 153.12 and 153.14.

3. In the event that the agreement is subject to the prevailing wage requirements of either Ohio Revised Code Chapter 4115 or the Davis-Bacon Act, then the contract between the Member Agency and the Contractor shall contain the applicable rates and such terms and provisions as may be required by law.
4. Contractor shall comply with all applicable licensing requirements, including those of the Ohio Construction Industry Licensing Board.

D. Procedures for Processing Orders:

The OCEPC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of OCEPC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the OCEPC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the OCEPC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Southwestern Ohio Educational Purchasing Council, 303 Corporate Center Dr. Suite 208, Vandalia, OH 45377.

The Contractor will compile a quarterly report showing all purchases made by the OCEPC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

E. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the OCEPC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All Ohio K-12 school districts, including Boards of Developmental Disabilities, Educational Service Centers, and Instructional Technology Centers, are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, cities, counties, townships and other governmental agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

Revised: December 2, 2009

Approved: December 14, 2009

Reviewed: May 12, 2010

Revised: May 27, 2011

Reviewed and Approved: September 14, 2011

Reviewed and Approved: May 14, 2014

Revised and Approval: May 20, 2015

Reviewed and Approved: May 18, 2016

Revised and Approved May 17, 2017

Reviewed and Approved May 15, 2019

Review and Approved January 6, 2021

21. Oregon, Intermountain Educational Service District (IMESD)

A. Additional Agency Terms and Conditions – all categories

Intermountain Education Service District (“IMESD”) is an educational service district organized under the laws of the STATE OF OREGON. Pursuant to Oregon Law ORS 279A and IMESD is authorized to cooperate with other entities and in such regard is authorized to cooperate with them in the purchasing of goods and services pursuant to these contract documents. As other entities cooperate with IMESD to take advantage of the goods and services made available pursuant to these contract documents, the terms and conditions of any such sales shall be in accordance with the contract documents.

Additionally Senate Bill 3184 enables Oregon's Education Service Districts to offer the services they provide to component school districts to other organizations. For the past 10 years, the InterMountain ESD (formerly Umatilla-Morrow ESD) has been a leader in expanding revenue available for schools and IMESD programs by providing these services outside of 19 local school districts. (Reference: [ORS 334.185](#))

Under Oregon public contracting rules, each individual public agency will have its own local rules it must adhere to, in addition to statewide public contracting laws. InterMountain Education Service District does not presume that its cooperative purchasing program will necessarily comply with every agency's internal public contracting rules. We always advise potential customers to review the bid solicitation carefully and recommend review by their legal department and/or procurement personnel to assure that contracting laws are complied with.

ADVERTISING AND MARKETING: Bidders must demonstrate they possess the necessary resources and have a proven track record to market, offer, obtain, deliver, install and provide the sales and technical support services to IMESD and its participating agencies within the state of Oregon in a timely and cost effective manner.

APPLICABLE LAW AND VENUE: Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof. In the event that the successful bidder breaches a term of condition of a contract awarded, the IMESD may terminate the contract. In addition to the right to terminate due to the successful bidder's breach, and all other rights and remedies contained in other provisions, the IMESD reserves all its rights and remedies at law and in equity available due to the breach.

HAZARDOUS CHEMICALS: The Successful bidder shall supply current MSDS for all products as required below even if these sheets have been supplied in previous years.

The agencies participating on IMESD agreement will need MSDS and labels for certain products defined as hazardous chemicals by the State of Oregon in accordance with ORS 654.025(2) and 656.726(3). The successful bidder has the responsibility to determine such products and to provide MSDS and labels for such products. The MSDS shall be received by the IMESD by or at the time of the initial shipment of such products.

These requirements have been determined by the State of Oregon Workers Compensation Department, and published as Oregon Administrative Rules 437, Division 2 Hazard Communication. This document is available from Hazard Communication Coordinator, Accident Prevention Division, State of Oregon, Labor and Industries Building, 350 Winter St. NE, Salem, OR 97310, phone: (503) 378-3272 or (800) 922-2689 any local Accident Prevention Division Office.

HOLD HARMLESS: Bidders shall indemnify, hold harmless, and defend the IMESD from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in collection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the successful bidder's negligence, omission, activities or services provided pursuant to a contract awarded to such bidder.

LAW OF THE STATE OF OREGON: Any contract between the IMESD and a bidder shall be entered into within the State of Oregon, and the laws of said state, whether substantive or procedural, shall apply to the contract.

In addition to any requirements listed, vendor shall comply with all, current, applicable state, federal and local laws, regulations and ordinances. If through mistake or otherwise any such provision is omitted then submission by either IMESD or the vendor-partner the contract shall be amended to make such inclusion or correction. IMESD Also reserves the right to amend the contract resulting from state law changes. Vendor-partners will be sent written notification of such changes.

SEVERABILITY: The parties agree that if any term or provision of a resultant contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

TAXES: Taxes, whether State or Federal, shall not be included in bid prices. Our Employer Identification No: 93-6000924 indicated our tax exemption status as a political subdivision. Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

B. Additional Agency Terms and Conditions – Non-construction Products and Services

None

C. Additional Agency Terms and Conditions – Construction Products and Services

1. Prevailing wage rates/Davis-Bacon.

As set forth in the conditions below, if this is a public works project (as defined below) Oregon State prevailing wage rates will apply unless exempted. If federal funds are being used, Bidders must take into account the need to comply with the Davis-Bacon Act. If both the federal and state prevailing wages are required the Contractor is required by law to pay the greater of the applicable prevailing wage. Pursuant to ORS 279C.365 no bid will be considered unless the bid contains a statement by the Bidder as a part of its bid that the provision of ORS279C.840 will be complied with.

(a) If contract is \$50,000.00 or under and there are no federal funds involved the contract is exempted from prevailing wages pursuant to ORS 279C.810(2) (a).

(b) If contract exceeds \$50,000.00 and there are no federal funds involved, existing prevailing wage rate of the State of Oregon will apply. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C.840. Every subcontract shall include the requirements of this section. Prevailing wages, state and federal, can be seen at the websites referred to in Section 6(a), Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements and Miscellaneous Provisions.

(c) If contract exceeds \$50,000.00 and/or federal funds are involved, unless otherwise exempted by law, Contractor shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C840 and if the state and federal prevailing wage laws both apply, Contractor shall pay as wages the great of the applicable prevailing wage. Every Subcontractor shall include the requirements of this section. Additional Requirements of Oregon Law for Public Contracts,

2. Residence status of Bidder

Each Bidder must identify in its bid whether the Bidder is a resident Bidder, as defined in ORS 279A.120.

3. Licensure

If the contract involves asbestos or asbestos abatement, the contactor or subcontractor must be licensed under ORS 468A.720.

4. Bonding

If this contract is a public improvement contract in excess of \$100,000.00, at the time of the execution of the contract, the successful Bidder shall also deliver to the Owner good and sufficient bonds endorsed on forms supplied by Owner, in sums equal to the contract price, for the faithful performance of the contract, and for the payment of all claims for labor, materials, equipment, and rental equipment that may result from work performed pursuant to the contract documents. The successful Bidder shall not be allowed to execute the contract without the concurrent delivery to the Owner of the bonds required by this paragraph on the required forms. At owner's sole discretion, Contractor shall be subject to disqualification and forfeiture of bid security for breach of this section. If Bidder is disqualified, Owner may award the contract to another Bidder.

5. Subcontractor Disclosure

Unless exempted by ORS 279C.370(1)(c) for public improvement contracts, all Bidders shall within two hours of the date and time of the deadline when bids are due submit information about certain first-tier Subcontractor when the contract value for public improvements is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier Subcontractor furnishing labor or labor and materials would be greater than or equal to:

- (i) 5% of the project bid, or \$15,000, or
- (ii) \$350,000 regardless of the percentage, Bidders must disclose the following information about that Subcontractor:

- (a) the Subcontractor's name, and
- (b) the category of the work that the Subcontractor would be performing, and

(c) the dollar amount of the subcontract

If Contractor will not be using any Subcontractors that are subject to the above disclosure requirements, Contractor is required to indicate "NONE" on the reply form.

THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

Project name:
Bid #:
Bid Opening Date:
Name of Bidding Contractor:
Required Disclosure Deadline:

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

See the certification above the signature line on the second page of this form regarding the Subcontractors that must be disclosed.

The Owner will insert "NA" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

This form may not be submitted by facsimile. It is the responsibility of Bidders to submit this disclosure form and any additional sheets, completely filled out and signed, by the specified disclosure deadline.

List below the name of each Subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. Enter "None" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME OF CATEGORY OF DOLLAR VALUE
SUBCONTRACTOR WORK

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

CERTIFICATION

It is certified that the above listed first-tier Subcontractor(s) are providing labor, or labor and material, with a dollar value equal to or greater than:

(a) 5% of the total Contract Price, but at least \$15,000 [if the dollar value is less than \$15,000 do not list the Subcontractor above], or

(b) \$350,000 regardless of the percentage of the total Contract Price.

Form submitted by (insert Bidder name):
Contact name:
Telephone number:

**Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements;
Miscellaneous Provisions**

"Owner" means the public entity executing the Contract of which these provisions are a part.

"Public improvement" means projects for construction, reconstruction or major renovation on real property by or for a public agency. "Public Works" shall mean roads, highways, buildings, structures and improvement of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public

interest by does not include the reconstruction or renovation of privately owned property which is leased by a public agency.

(1) In reference to ORS 279B.220 and 279C.505. Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

(d) If the contract is for a public improvement, demonstrate to Owner that Contractor has an employee drug testing program in place.

(e) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(2) In reference to ORS 279C.515 regarding contracts for public improvements:

(a) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

(b) If the contract is for a public improvement and if the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract within thirty days after receipt of payment from the Owner or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(c) If the contract is for a public improvement, or is related to a contract for a public improvement, and if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract, that person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(d) The payment of a claim in the manner authorized in this section of this contract shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims.

(3) Relating to ORS 279B.020 and ORS 279C.520. Contractor shall comply with ORS 279B.020 and ORS 279C.520 in their entirety (when applicable), and in this regard:

(a) No person shall be employed for more than ten hours in any one day, or forty hours in any one week except in cases of necessity, emergency, or where the Owner absolutely requires it, and in such cases, the employee shall be paid at least time and half pay:

(i) For all overtime in excess of eight hours a day or forty hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of ten hours a day or forty hours in any one week when the work week is four consecutive days, Monday through Friday; and

(iii) For all work performed on Saturday, Sunday, and on any legal holiday specified in ORS 279B.020 and 279C.540.

(iv) Contractor shall comply with the notice and posting requirements of ORS 279B.020 and 279C.520(2). Contractor shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

(4) If the contract is for a public improvement, Contractor shall at its sole expense comply with any and all applicable statutes or ordinances, and all regulations of any agencies, whether federal, state, local or tribal, dealing with the prevention of environmental pollution and the preservation of natural resources including without limitation water that affect the performance of this contract.

The following agencies, as well as others, may have pertinent regulations:

Federal: Army Corps of Engineers, Federal Energy Regulatory Commission, Environmental Protection Agency, Dept. of Human and Health Services, Dept. of Interior including but not limited to the US Fish and Wildlife Service, Department of Labor, and Water Resources Council.

State: Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Human Resources, Soil and Water Conservation Commission, and Oregon Water Resources Department.

Local: City and County wherein the project is to be undertaken.

Tribal: Confederated Tribes of the Umatilla Indian Reservation.

(5) In relation to ORS 279B.230 and 279C.530, Contractor shall comply in their entirety, and in this regard:

(a) Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(b) All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

(6)

(a) If the contract is for public works and is over \$50,000, Contractor, unless otherwise exempted by law, shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. The prevailing rates of wage, state and federal, made available on the internet are hereby incorporated by reference; they may be seen at various sites including at www.boli.state.or.us/BOLI/WHDPWR and www.access.gpo.gov/davisbacon/or.html. If the state and federal prevailing wage laws both apply, Contractor shall pay as wages the greater of the applicable prevailing wage. Contractor shall comply with all wage reporting and certification requirements of the prevailing wage laws and/or the Davis-Bacon Act, as applicable.

(b) Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond

(7) The following apply to contracts for public improvements:

(a) Contractor shall comply with ORS 279C.580, dealing with Contractor's relations with Subcontractors. Without limiting the generality of the foregoing, in this regard Contractor shall include a clause in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purposes of performing the contract:

(i) that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the Owner; and

(ii) that obligates the Contractor, if payment is not made within thirty days after receipt of payment from the Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause required by the preceding paragraph. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and shall be computed at the rate specified in ORS 279C.515(2).

(b) Contractor shall include in each of its subcontracts, for the purpose of performance of work in relation to project, a provision requiring the first-tier Subcontractor to include a before clause and an interest penalty clause conforming to

the foregoing standards in each of its contracts and to require each of its Subcontractors to include such clauses in their subcontracts with each lower-tier Subcontractor or supplier.

(c) Nothing stated herein shall be construed to preclude the negotiations allowed pursuant to ORS 279C.580(5).

(8) If any work supplied pursuant to the contract requires licensing with the Construction Contractors Board or the State Landscape Contractors Board, Contractor must be so licensed in order to submit a bid for the contract, and Contractor and all relevant Subcontractors must remain licensed during the period required for performance. Contractor certifies that all Subcontractors and workers will be properly licensed to perform the work required by this Contract before their commencement of work.

(9) If this contract is for public improvements, then retainage in the amount of 5% of the amount due shall be withheld in accordance with Oregon laws, including ORS 279C.550 et seq.

(10) If this contract is for a public improvement, and unless exempted by resolution of the Owner, Contractor shall comply with ORS 279C.380 and execute and deliver to Owner a good and sufficient performance bond and payment bond to be approved by Owner in a sum equal to the contract price.

By way of supplement to, and equally binding as, all of the foregoing:

(10.1) Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

(10.2) Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110).

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

(10.3) Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

(10.4) Unless contrary to federal law, Contractor shall certify that each landscape Contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape Contractor's license issued pursuant to ORS 671.560.

(10.5) The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

(11) Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

(12) Upon receipt by Contractor of any notice or claim, pursuant to ORS 279C.600 et seq (concerning action against bonds) Contractor shall immediately notify Owner in writing.

(13) Unless agreed to by Owner in writing, Contractor may not assign, transfer, dispose of, or delegate its duties under the contract.

(14) Contractor shall be responsible for compliance with all local, state, tribal, and federal laws, applicable to any aspect of the work to be performed. It shall be Contractor's responsibility to determine the applicability and requirements of any such laws

and to abide by them. Contractor shall indemnify, defend, and hold harmless Owner for any default or breach of Contractor in this regard.

(15) The submission of a bid for this contract is certification by Contractor that Contractor has not discriminated and will not discriminate in violation of ORS 279A.110 against any minority, women, or emerging small business enterprises in obtaining any required subcontracts.

(16) If this contract is a public improvement contract for demolition, Contractor shall salvage or recycle constructions and demolition debris if feasible and cost-effective.

(17) If this contract is a public improvement contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(18) Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.

D. Procedure for Agencies Processing Orders under IMESD in Oregon

Once the award is made to the vendor, IMESD will market these contracts by: 1) including the contract on the IMESD website, 2) announcing the award in flyers, and 3) attending vendor events throughout school year. A list of schools, contact names, addresses and phone number can be accessed through the Oregon Department of Education website. At this point the vendor contacts schools and schools may contact the vendor. When the school/agency identifies a product or services and agrees on price it issues to Vendor a purchase order for that item or service, referencing the AEPA Bid number. The purchase order must include an additional one percent (2%) administrative fee in the total to be forwarded by the vendor to IMESD after the sale. All participating vendors agree to and are subject to audit proceedings of IMESD member sales.

Upon receipt of the purchase order, the vendor provides the goods or service listed on the purchase order. It is important to remember the vendor makes delivery to the member unless other arrangements are made in cooperation with IMESD. When all items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then invoices the member for the goods and service. This invoice includes the additional one percent (2%) administrative fee to the total amount invoiced of the goods or service provided by the vendor. This percent is based on the total sales of goods or services. The member then pays the vendor including the one percent (2%) administrative fee. IMESD then invoices the Vendor for the 2% administrative fee based on the sale of goods and services collected by the vendor.

E. Agencies Allowed to Purchase under IMESD in Oregon

The InterMountain Education Service District (IMESD) participates in a national non-profit organization, the Association of Educational Purchasing Agencies (AEPA), which is a procurement vehicle. The mission of IMESD's involvement with AEPA is to cooperatively serve Oregon state agencies members through a continuous effort to explore and solve present and future purchasing needs. AEPA goals include working to secure multi-state volume purchasing contracts with benefits that are measureable, cost-effective and continuously exceed our state member's expectations. InterMountain Education Service District is the member agency representing Oregon in AEPA through an IMESD board approved Memorandum of Understanding between all participating states that are all political subdivisions related to K-12 education. All AEPA bids have been advertised by IMESD in Oregon.

Pursuant to Oregon Law, ORS 279A, InterMountain Education Service District is authorized to offer these contracts to other government entities including school districts, state universities, community colleges, special districts, local and state government.

There is no fee or annual dues to become an IMESD agency member to purchase. InterMountain Education Service District's contract management efforts are funded by a nominal administrative fee paid by the vendor based on sales volume.

22. Pennsylvania, Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network

A. Additional Member Agency General Terms and Conditions that apply to all categories

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws and includes members in several east coast states that currently includes Pennsylvania, Maryland, District of Columbia, New York and Delaware. All applicable Local, State and Federal laws and regulations will apply to any purchases of equipment, services or construction in any of these states and to other states that may be added under the KPN membership throughout the term of these contracts.

Marketing and Advertising under this Agreement: Vendor will actively promote the resulting contract in Pennsylvania, Maryland, District of Columbia, Delaware and New York States. Vendor will comply with the AEPA Marketing program along with the requirement listed below.

1. Vendor will include the approved KPN logo, web address, contract number and toll free number in all print electronic mail and other advertising and promotion intended for release to PA, MD, DC, DE and NY excluding national marketing releases.
2. The KPN logo and associated KPN information shall be of a clearly readable size and in appropriate proportion to other elements in the printed material.
3. Vendor agrees to provide KPN with a copy or proof sheet of the advertisement or promotion material. Vendor will provide KPN with date of release and name of publication, journal, etc.
4. Vendor shall place a supplied KPN vendor sign on booths, tables, etc. of any or all exhibits for which the vendor displays/participates at tradeshow, conventions and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit KPN supplied brochures or other promotion materials.
- e. Vendor agrees to insert the approved KPN logo, web address, contract number and toll free number on the vendor's web site promoting or a specific KPN landing page and providing a link to the KPN website.
- f. Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by KPN for inclusion on the KPN website.
- g. Vendor agrees to cooperate in developing appropriate website content to promote its products, services and their advantages to KPN members.
- h. Requested materials will be submitted to KPN within 30 days.

Pricing and Ordering: Vendor will provide all pricing information in an electronic format and/or setup an electronic ordering system that would show the current contract prices along with the KPN administrative fee of 2% or as adjusted by the KPN. In the case of electronic ordering, the KPN would have administrative reporting capabilities with an online ordering system. The KPN administrative fee will apply to all purchases, installation, total lease, total rental prices and all construction and installation and annual maintenance fees and will be included in the net price offered to the purchasing agency.

B. Additional Member Agency General Terms and Conditions for Non-Construction Products and Services

None

C. Additional Member Agency General Terms and Conditions for Construction Products and Services

The following items refer to all projects involving construction or construction related services:

Vendor and/or Contractor agrees that, in performance of the services required under this Agreement, Vendor and/or Contractor shall abide by all Federal, State, Local, and Pennsylvania Department of Education laws, and regulations that may apply to renovation under this bid, including, but not limited to, those listed below. Vendor and/or Contractor shall also abide by the state and local laws and regulations of other states where a member is located. It is the responsibility of the Vendor or Contractor to determine applicability and requirements of any such laws and to abide by them. Additionally, Contractor has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder and in the Invitation for Bid.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS: The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967.)

DISCRIMINATION PROHIBITED: According to 62 Pa.C.S.A. 3701, the Contractor agrees that:

- (1.) In the hiring of employees for the performance of work under the contract or any subcontract, no Contractor, Subcontractor or any person acting on behalf of the Contractor or Subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2.) No Contractor or Subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
- (3.) The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

HUMAN RELATIONS ACT: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P. L. 744) (43 P.S. Section 951, ET. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious

creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, Contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code 49.101.

COMPETENT WORKMEN: Projects where the total estimated cost is \$25,000 or less, Section 7-752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

PENNSYLVANIA PREVAILING WAGE RATES: Projects where the total estimated cost is greater than \$25,000, paid for in whole or in part out of funds of a public body, except for maintenance work or work performed under a rehabilitation program or manpower training program must specify "Prevailing Wages." Further information on implementation of the act, definition of maintenance work and prevailing wage rates may be requested from the Pennsylvania Department of Labor and Industry (800-932-0665 or 717-787-4763). When applicable, use Davis-Bacon wage rates for federally assisted projects. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

(1.) The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry (hereinafter "Secretary"), which must be paid to the workmen, employed in the performance of the Contract.

(2.) The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

(3.) These Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the contract by all Subcontractors.

(4.) The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions.

(5.) No workmen may be employed on the Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in the Regulations shall be followed.

(6.) All workmen employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any Contractor, Subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this Contract, the Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on the Work.

(7.) The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

a. Name of project.

b. Name of public body of which it is constructed.

c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.

e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or Subcontractor are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

(8.) The Contractor and all Subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the Work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representative.

(9.) Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered

with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the Work. Any workmen using the tools of a craft that does not qualify as an apprentice within the provisions of this submission shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

(10.) Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

(11.) Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations, regardless of the average hourly earnings resulting there from.

(12.) Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with Owner, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by the Regulations, or if any wages remain unpaid, to the amount of wages due and owing to each workman respectively.

(13.) The provision of the Act and the Regulations are incorporated by reference in the Contract.

(14.) The current prevailing wage threshold for Pennsylvania is \$25,000. However the threshold may be increased during the term on the contract by legislated action. Vendor will then be required to adjust labor rate for job under the new threshold.

(15.) The following applies to all prevailing wage projects:

E-Verify. The successful Bidder and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637). All Bidders shall submit with their Bid a Public Works Employment Verification Form (the "Verification Form") to CSIU - KPN in the form published by the Commonwealth of Pennsylvania, Department of General Services. Per the act, the Verification Form is to be obtained from the Secretary of the Pennsylvania Department of General Services. The Verification Form is presently available on the Department of General Services website. Per the act, the Verification Form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contractor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Prior to award of a contract or purchase order by a Member Agency to the successful Bidder for a particular project, the successful Bidder shall submit to the Member Agency a Verification Form. Per the act, the successful Bidder's subcontractors shall provide to the Member Agency, and successful Bidder shall cause its subcontractors to provide to the Member Agency, their Verification Forms prior to commencing work on the Member Agency's project.

STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the Bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but if an award is made to that Bidder the Bidder will be required to replace any alternatives, which do not meet the specifications.

PROVISIONS FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.: In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder in accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

PROHIBITION ON CASH ALLOWANCES: Cash allowances are prohibited.

TIME(S) OF COMPLETION OF THE PROJECT: Contractor/Vendor shall complete all work within 180 days after entry into a contract with the individual Member. Member and Contractor/Vendor may agree in writing on a lesser number of workdays depending on the scope of the project.

Owner's Compliance in Retaining Payments: Unless a member stipulates otherwise, Payment Retentions and Progress Payments shall be as follows: Ten percent (10%) of all contract payments shall be retained by the member as insurance of proper performance of the prime Contractor. Prime Contractor agrees to identify the amount of the invoices sent to the member school districts, then send copies of the invoices to the KPN. When fifty percent (50%) of the work is completed, as determined by the school district, one-half (1/2) of the amount retained shall be paid to the prime Contractor, if the prime Contractor requests payment, provided that the prime Contractor is making satisfactory progress and there is no specific cause for greater withholding. After the work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines that satisfactory progress is not being made, at which point ten percent retention shall be reinstated. If the member and the prime Contractor

agree to a substitute security, the agreement must be in full compliance with Pennsylvania law. If the substitute security is agreed to, the prime Contractor must provide KPN and the member with assigned and acknowledged waiver of any right or power of the obligor to set off any claim against KPN, the member, or the prime Contractor, in relationship to the security assigned. The prime Contractor, as authorized above, will pay any interest due a Subcontractor or material supplier. A Subcontractor to the prime Contractor may request, in writing, that the Subcontractor be notified by KPN within five (5) days of payment of each progress payment made to the prime Contractor. It is the responsibility of the prime Contractor to inform all suppliers and Subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the prime Contractor and the authorized agent of the member will agree in writing upon a schedule of payments based on identifiable milestones. Retaining of payments must be done in accord with 62 Pa.C.S.A. § 3921.

A contract containing a provision for retainage as provided in section 3921 (relating to retainage) shall contain a provision requiring the architect or engineer to make final inspection within 30 days of receipt of the request of the Contractor for final inspection and application for final payment. If the work is substantially completed, the architect or engineer shall issue a certificate of completion and a final certificate for payment, and the government agency shall make payment in full within 45 days except as provided in section 3921, less only one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the architect or engineer and, upon receipt by the government agency of any guarantee bonds which may be required, in accordance with the contract, to insure proper workmanship for a designated period of time. The certificate given by the architect or engineer shall list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items shall be paid upon completion of the items in the certificate of the engineer or architect.

WORKERS' COMPENSATION ACT: The Contractor shall accept, insofar as the work covered by their contract is concerned, the provisions of the Workers' Compensation Act 44 of 1993, and any supplements of amendments thereof, including any which may hereafter be passed, and shall insure the Contractor's full liability there under for all parts of their contract being performed by the Contractor, the Contractor's partners, associates, employees or those of any the Contractor may employ herein, or file with the Entity a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.

The Contractor shall, at all times, indemnify and save harmless the school entities of and from all claims for Workers' Compensation which may be made by any of the employees of the Contractor or by any of the employees to whom the Contractor may have let the performance of any part of the work embraced by their contract and the Contractor shall appear for and defend the school entities against any and all such claims. The Contractor shall be covered by Employers' Liability Insurance with a minimum limit of \$250,000 for each employee, \$2,000,000 policy limit and \$250,000 for each accident.

ACT 34 CRIMINAL BACKGROUND CHECKS: Independent Contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of "Criminal History Record Information" from the Pennsylvania State Police. In the case of non-Pennsylvania residents, a report of "Federal Criminal Record Information" from the FBI is required in addition to the Pennsylvania State Police Report.

Contractors shall be required to do the following:

(1.) Present the original document/s Report of Criminal History Records information from the Pennsylvania State Police, report of Federal Criminal History Record Information from the Federal Bureau of Investigation to the Superintendent or the Superintendent's designee prior to the beginning of work for the school entity. The school entity shall retain a copy of the background check information and shall note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. This copy shall be retained in the school entity records with the original being returned to the Contractor.

(2.) If any new employees are added to the workforce during the course of the work, such employee(s) must follow the same procedure described above prior to any work for the school entity.

(3.) All costs for the Criminal History Information check(s) shall be borne by the perspective Contractor.

(4.) The school entity shall notify the Contractor in writing if the decision not to employ the Contractor or the Contractor's employees is based in whole or in part on criminal history records information.

(5.) The school entity shall follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Report Information obtained pursuant to the Act.

Upon written notice from the school entity, Contractors shall have all such persons removed from the project. School entity's right to declare such persons unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania School Code and/or Act 151 of 1994.

CHILD PROTECTIVE SERVICES BACKGROUND CHECKS: Prior to commencing work under the contract, the Contractor shall submit for any employee or independent Contractor who would be working on a school entity's site pursuant to work contemplated in the contract, an official clearance statement obtain from the Pennsylvania Department of Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292) subchapter C2 of the Child Protective Services Act. Contractor shall not allow any prospective employee or independent Contractor on the job site prior to providing the school entity with the above-referred clearance statement for prospective employees or independent Contractors.

ANTIBID-RIGGING ACT (NON-COLLUSION): In accordance with the Commonwealth of Pennsylvania's Antbid-Rigging Act, 62 Pa. C.S.A. § 4501 et seq., the Contractor shall execute and submit with the bid a Non-Collusion Affidavit required by the Agency. Each party to the joint venture must be identified in the bid documents, and an Affidavit must be submitted separately on

behalf of each party.

PREVENTION OF ENVIRONMENTAL POLLUTION: Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all Invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. A Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed) is available from Mark C. Carollo, Associate Director of Cooperative Purchasing at the Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847. His telephone number is 570-246-5936, and his e-mail address is mcarollo@csiu.org. Said Notice is hereby incorporated by reference. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in the Notice.

ARCHITECTURAL SERVICES: For those Members who are Pennsylvania Public School Districts, and whose projects require architectural or engineering services, your attention is directed to Section 7-751.1 of the Pennsylvania Public School Code (24 P.S. § 7-751.1), which requires a public school district to engage an architect/engineer that is independent from the Vendor/Contractor's architect/engineer.

MULTIPLE PRIME CONTRACTORS: For those Members who are Pennsylvania Public School Districts, your attention is directed to Section 7-751 of the Pennsylvania Public School Code (24 P.S. § 7-751), which requires a public school district to use separate prime Contractors for plumbing, heating and ventilating, and electrical work. To the extent a school district's project extends beyond general construction services, the school district will need to separately bid plumbing, heating and ventilating, and electrical work, and should consult with its individual solicitor for compliance with Section 7-751. For other Members who are subject to multiple prime requirements under applicable bidding laws, such Members should consult with their individual solicitors for compliance with said requirements.

D. Procedure for Processing Orders

Once the award is made to the Contractor/vendor, KPN will inform its members of the contract by: (1) including the contract in the agency database that is available on the KPN website, (2) announcing the award in its periodic newsletter, and (3) publishing the contract information in a catalog disseminated to all members. A list of members, institution names, contact names, addresses and phone number will be made available to the vendor in an electronic format. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service it issues a purchase order for that item to the vendor. The vendor's price to its members will include the following administrative fees: currently 2% (two percent) on all supplies, equipment and construction, rental or lease, annual subscription fee, etc.; and others administrative fees as approved by KPN and will be collected from the member or other qualifying purchaser. KPN reserves the right to adjust the administrative fee at any time during the duration of the contract and any renewal period or to modify the administrative fee based on volume of purchase. If the administrative fee is reduced due to the size of the project the vendor will show the adjustment on the quote. The vendor will also compile a quarterly report showing all purchases made by KPN members under this contract. The vendor will also produce an annual report for all purchases made under this contract for a period beginning with the award of the contract through December 31st and all consecutive 12-month periods if contract is extended. The vendor will make all administrative fee payments to KPN by the 15th of the succeeding month of each 3-month period (quarterly) after they have received payment from the member agency and all checks are to be made payable to the Central Susquehanna Intermediate Unit (CSIU) and sent to Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847, and Attention: Mark C. Carollo. All reporting of purchases will be broken down by entity by state and will show purchaser, total dollar and date of purchase.

E. Agencies Allowed to Purchase under the Member Agency

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws. Every public school district in the state is eligible to become a member and must complete a membership application with the KPN. No member is obligated to use these services, but they find the benefits of low price and not needing to go through the bidding process most advantageous. Only those members listed on an approved KPN membership list are eligible to purchase under these contracts. This list may change during the contract period and currently includes members from Pennsylvania, Maryland, New York, Delaware, District of Columbia and other Northeast & Mid-Atlantic states. Vendors may choose to offer KPN in other non-AEPA member states where cooperative purchasing laws allow.

Additional members may include other public educational institutions in the state, college, university, community colleges, vocational schools, charter schools, municipal and county governments and other non-profit organizations from Pennsylvania or any other state where a member is located. Membership from other entities is permitted by various intergovernmental cooperative purchasing laws or regulation from their home state.

As member agencies from other states are added to the membership of the KPN the awarded vendor(s) agrees to abide by all state and local laws and/or regulations that may apply to any purchase of products, services or construction by these agencies. KPN reserves the right to market any AEPA contract under any cooperative program name that it may choose in the future on a national basis in any non-AEPA member state.

23. South Carolina, Carolinas Alliance 4 Innovation

1. General Overview

- a. Carolinas Alliance 4 Innovation (CA4I) is now the AEPA representative for the state of South Carolina.
- b. CA4I is a non-profit public benefit corporation whose mission is to promote innovative solutions in transportation, infrastructure, engineering and education for the purpose of economic development.

2. Eligible Entities

- a. CA4I is able to serve City, County, and State Government; K-12 Public and Private Schools; Colleges and Universities; Public Libraries; and Non-Profit Organizations.

3. General Terms and Conditions that apply for all categories

- a. **Governing Law:** The laws of the State of South Carolina govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
- b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Greenville County, South Carolina. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Greenville County, South Carolina.
- c. **Hazardous Substances:** All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.
- d. **Award:** Upon acceptance and approval of the Vendor's offer by AEPA, CA4I will independently consider the recommendation based on the value of the potential contract for its participating agencies. In the event of an award, CA4I will inform its members of the award and contract by the following methods along with contract instructions and ordering process.
- e. **Processing Orders:** When the member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative fee in the quoted price. The administrative fee shall be based upon the total cost of goods and/or services including installation costs. The administrative fee shall not be listed as a separate line item on the quote. When a member decides to purchase through the CA4I-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on
 - i. The total cost of goods, service, and installation, including the 2% administrative fee.
 - ii. Notification will be made to the vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. CA4I and the Vendor will mutually resolve any issues concerning past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by CA4I otherwise. All sales and transactions may continue without delay or in anticipation of the CPC purchase order verification.
 - iii. Once all the items and services on the purchase order have been delivered to the member completely and satisfactorily, the Vendor then files a copy of the final invoice, which is available to CA4I by request in support of the quarterly sales summary.
 - iv. The Vendor makes all deliveries and installations of products and services. CA4I does not warehouse items or provide installation services.
 - v. This administrative fee is to be paid by the vendor to CA4I, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CA4I a sales report, in Excel format, listing the following information:
 1. Name of purchasing agency
 2. Address of purchasing agency (city, state, zip code)
 3. Date of purchase
 4. Invoice number
 5. Amount of purchase
 6. Administrative fee generated by sale
 7. Savings generated by sale

This report shall include all sales made and payments received by the vendor in the said quarter. The sales report shall be emailed to Fred Payne, fred.payne@ca4i.org

24. TexBuy, a Cooperative Purchasing Shared Services Cooperative Sponsored by the Region 16 Education Service Center Education Service Center

A. Additional Agency Terms and Conditions

- (1) **TexBuy funding:** The total cost of the TexBuy program is funded through a participation fee up to two percent (2%) paid to TexBuy by the Contractors. This fee shall be included in all pricing to TexBuy and its participating agencies. The fee is based on actual Contractor sales. TexBuy does not charge any fees to participating government agencies.
- (2) **Tax exempt status:** All government agencies participating in TexBuy are exempt from payment of taxes under Texas Tax Code §151.309 for the purchase of tangible personal property.
- (3) **Minority and Women Business Enterprise (MWBE) participation:** It is the policy of some TexBuy participants to involve MWBE Contractors in the purchase of goods and services. Contractors shall indicate on the proposal form whether or not they are an MWBE.
- (4) **Bid awards** shall not consider whether a vendor is a member of or has another relationship with any organization and bid specifications (and subsequent contracts) shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization in accordance with Texas Education Code §44.043.
- (5) **Felony Conviction Notice** (TexBuy Contractors will be required to sign a standard affidavit required by the State of Texas): Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.
- (6) **SB 9: Criminal History and Background Checks**, in accordance with Texas Education Code Chapter 22, shall be required should any employee or agent of a contractor awarded a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code §153.1101).
- (7) **Debarment and Suspension:** Under Executive Order 12549 in the Federal Register and Rules and Regulations, TexBuy and TexBuy participants shall not do business with a vendor that has been debarred, suspended, or is otherwise ineligible for participation in Federal Assistance Programs.
- (8) **Conflict of Interest:** In accordance with Texas Local Government Code Chapter 176, vendors/contractors who have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the requirements under section 176.006(a) must file a Conflict of Interest Questionnaire (Form CIQ) with the local government entity when:
 - (a.) The vendor/contractor has entered into a contract with the local government entity or the local government entity is considering entering into a contract with the vendor.
 - (b.) AND the vendor provides certain income or gifts to a Local Government Officer (LGO) or first-degree relatives as defined in the Texas Government Code
 - (c.) OR a family relationship exists between the LGO and the vendor's employees or agents as defined in the Texas Government Code.
- (9) **EDGAR Certification (Education Department General Administrative Regulations):** In accordance with Federal Regulations under 2 CFR § 200.318(c)(1) – When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (also known as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting Proposals must complete this EDGAR Certification Form regarding the Offeror's willingness and ability to comply with certain requirements which may be applicable to specific TexBuy member purchases using federal grant funds. This completed form will be made available to TexBuy members for their use while considering their purchasing options when using federal grant funds. Members may also require Vendors to enter into ancillary agreements, in addition to the TexBuy's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.
- (10) **Antitrust Certification:** In accordance with Texas Government Code 2155.005, a local government entity shall not enter into contract with a vendor/contractor that has violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15 or any Federal antitrust laws.
- (11) **H.B 89 Verification:** In accordance with chapter 2270 of the Texas Government code, a local government entity (city, school district, special district, etc) may not enter into a contract with a for-profit company unless the local

government entity obtains written verification that the company does not and will not boycott Israel during the term of the contract.

B. Additional Agency Terms and Conditions for Non-Construction Products and Services

- (1) **State of Texas Franchise Tax:** By signature hereon, the bidder certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.
- (2) **Agricultural products,** including textiles and other similar products, are not to be made available to Texas school districts through the agreement, unless such products produced, processed, or grown in the state of Texas are given a preference in accordance with Texas Education Code §44.042.

C. Additional Agency Terms and Conditions for Construction Products and Services as required by law in the State of Texas:

- (1) **Certification of Residency (TexBuy Contractors will be required to sign a standard affidavit required by the State of Texas):** The State of Texas has a law concerning non-resident Contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for TexBuy to determine the residency of its Contractors. In part, this law reads as follows:

(a.) **Section: 2252.001**

"Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a Contractor whose ultimate parent company or majority owner has its principal place of business in this state."

(b.) **Section: 2252.002**

"A governmental entity may not award a governmental contract to a non-resident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

- (2) **Security**

- (a.) **Bid Security,** when required by Texas Law, shall be furnished with the bid. The Bid Security shall consist of a certified check, cashier's check or a bid bond in the amount of ten percent (10%) of the total bid (or as otherwise stated in the RFB) that shall be a guarantee to furnish Performance and Payment Bonds. Bid Security shall be to TexBuy.
- (b.) **The Successful Bidder's Security** will be retained until the Contract is signed and the required Performance and Payment Bonds have been furnished. If any bidder refuses to enter into a contract within 30 days or fails to furnish the required bonds, TexBuy will retain the Bid Security as liquidated damages, but not as a penalty.
- (c.) **Performance Bonds** when required by Texas Law, shall be furnished by the successful bidder in an amount equal to one hundred percent (100%) of the total amount of the contract sum, underwritten by such Surety Company as the Participating Agency may approve, conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the Participating Agency.
- (d.) **Payment Bonds** when required by Texas Law shall be furnished by the successful bidder, in the amount of the contract, solely for the protection of all claimants supplying labor and material as hereinafter defined, in the prosecution of the work provided in said contract, for the use of each claimant.
- (e.) **Prevailing Wage** must be paid to any contractors or subcontractors or their employees or agents in performing any work under the awarded bid.
- (f.) **Criminal History Background Checks** in accordance with Texas Education Code §22.0834 shall be required should any employee or agent of a contractor awarded a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code 153.1101).

- (3) **Insurance:** The Contractor shall file with the Participating Agency's designee, Insurance Certificates, as described herein, evidencing the coverage required, and shall be supplied within ten (10) calendar days after receipt of the written "Notice of Award". In no instance shall the Contractor begin work prior to the filing of the insurance requirements. Failure to do so shall be grounds to void the contract. The Participating Agency's designee shall be given ten (10) days notice prior to the cancellation or change of any of the required insurance coverage. The Participating Agency shall be named as Certificate Holder.

- (a.) **Contractor's Liability Insurance:** Produce and maintain in force the following kinds of insurance of companies acceptable to the Owner. Minimum Limits of Liability are stated.

Contractor's Liability Insurance:

Employer's Insurance Workers' Compensation—Statutory Employer's Liability
Bodily Injury by Accident Each Occurrence—\$100,000.00
Bodily Injury by Disease Each Employee—\$100,000.00

Policy Limit—\$500,000.00

Commercial General Liability -Combined Limits of Bodily and Personal Injury and Property Damage:
Single Limit—\$500,000.00
Unimpaired Aggregate—\$500,000.00

Comprehensive Automobile Liability - Including non-ownership, hired and owned vehicle coverage:
Bodily Damage Each Person—\$250,000.00
Each Occurrence—\$500,000.00
Property Damage Each Occurrence—\$250,000.00

- (b.) Owner's Insurance: Carry and pay for Owner's Protective Liability Insurance in the same amounts as specified above for the Contractor's General Liability. Name the Architect, Engineers, and Consultants as additional insured if applicable.
- (c.) Comprehensive Catastrophic Liability: excess over the above liability policies in the amount of \$2,000,000.00 each occurrence. (Combined Limit)

D. Procedure for Processing Orders

- (1) Purchase orders are issued by participating agencies to the Contractor.
- (2) "Automated contracts" may be negotiated with TexBuy that provide for purchase orders to be sent directly to the Contractor with reports of usage submitted periodically to TexBuy.
- (3) Contractors deliver goods/services directly to the participating agency and then invoice the participating agency. The Contractor receives payment directly from the participating agency.
- (4) TexBuy shall receive quarterly reports from the Contractor reflecting total sales made through the TexBuy contract with the Contractor. The Contractor shall remit payment of their participation fee up to two percent (2%) to TexBuy at net thirty-day (30) terms.

E. Members Purchasing Under the Agency

TexBuy is operated by Region 16 Education Service Center, Amarillo, Texas and is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the State of Texas.

25. Virginia, Fairfax County Public Schools

Additional Agency Terms and Conditions that apply to all categories

AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

NOTE: Fairfax County does not discriminate against faith-based organizations, in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a Bidder or Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

GENERAL

1. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BIDDER/BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "Bidder" will be used throughout this document and shall be construed to mean "Bidder" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

STATE: Commonwealth of Virginia.

- 2. FUNDING-**A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.
- 3. CONTRACT ALTERATIONS-**No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.
- 4. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-**It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.
- 5. NEW GOODS, FRESH STOCK-**All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.
- 6. INSPECTION-ACCEPTANCE-**For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.
DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
- 7. GUARANTEES & WARRANTIES-**All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
- 8. INSPECTIONS-**Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear

the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

9. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
10. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
11. **TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
12. **TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
13. **TERMINATION OF CONTRACT FOR CAUSE**-
 - a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
14. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
15. **CHANGES**-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
16. **GENERAL GUARANTY**-Contractor agrees to:
 - a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
 - b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other Contractors, for which his or her workers are responsible.
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
 - e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
17. **SERVICE CONTRACT GUARANTY**-Contractor agrees to:
 - a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
 - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules,

regulations, methods and procedures of all government boards, bureaus, offices and other agents.

- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

- 18. INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

- 19. NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each Subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

- 20. DRUG FREE WORKPLACE**-During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 21. OFFICIALS NOT TO BENEFIT**-

- a. Each Bidder or Bidder shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible

benefit.

- c. In the event the Bidder or Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Bidder or Bidder shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

- 22. REGISTERING OF CORPORATIONS**-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

- 23. COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. OFFICE OF SMALL BUSINESS-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
- c. As used in this contract the term "small business" means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than \$1,000,000 in annual receipts.
- d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.
- e. Contractors may rely on oral or written representations by Subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

PAYMENTS

- 25. TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

- 26. PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

- 27. PARTIAL PAYMENTS-**Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
- 28. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-**When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

REMEDIES

29. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The Contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

30. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time

of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

31. LEGAL ACTION-No Bidder, Bidder, potential Bidder or Bidder, or Contractor shall institute any legal action until all statutory requirements have been met.

C – Member Purchasing

32. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement. As authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases, any county, city, town, or school board may purchase goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government. Bidders are advised that the *resultant* contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s). Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

26. Washington, King County Directors' Association (KCDA)

A. KCDA Additional General Terms and Conditions

General Intent: KCDA may participate in all or any part of the goods and services listed in this IFB, upon completion of contracts currently in effect, whichever is deemed in the best interest of KCDA members. KCDA cannot be restricted by the successful bidder from choosing which parts of these contracts to use.

Both the Contractor and KCDA member using this Contract agree that it is the member's responsibility to perform due diligence as to the legality of their usage of this contract. In this regard, KCDA suggests that, at a minimum, Contractor and member considering such usage consult with their legal counsel before doing so.

Advertising/Marketing:

KCDA requires all vendors to develop a marketing program to include printed, web-based, e-mail, telemarketing and other methods approved by KCDA.

All promotional marketing materials must have the prior approval of KCDA before distribution and must include the KCDA logo and other contract information.

KCDA staff will work jointly with all vendors and their representatives to market the AEPA contracts to KCDA members and prospective members. Vendors may be requested to make joint presentations to KCDA or its members in either a one to one or a group setting. Some group presentations may be done in conjunction with other vendors.

Displaying exhibits at various statewide conferences are encouraged. Contractor agrees to make available KCDA supplied brochures or other promotional materials at these events. Contractor will provide KCDA with scheduled exhibit dates in advance.

Contractor agrees to insert the approved KCDA logo, web address and contact information on the Contractor's website promoting and providing a link to the KCDA website. Contractor will also provide KCDA with text, links and logos to be posted on the KCDA website.

Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of contractual duties to any other person, firm or corporation without the previous written consent of KCDA and any member that has an outstanding open purchase order or financing arrangement. In no case shall such assignment of Contract relieve the Contractor from obligations or change the terms of the Contract.

Cancellation/Default/Termination:

KCDA reserves the right to cancel the whole or any part of this contract due to the failure by the Contractor to carry out any obligation, term or condition of the contract. KCDA will issue written notice to the contractor for acting or failing to act in any of the following:

- The Contractor fails to adequately perform the services set forth in the contract
- The Contractor fails to make progress in the performance of the contract and/or gives KCDA reason to believe the Contractor will not or cannot perform to the requirements of the contract
- The Contractor fails to observe any of the terms and conditions of the contract
- The Contractor fails to pay any applicable administrative fees.
- The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by KCDA.

If the contract is to be terminated, KCDA shall do the following:

- Step 1 – Issue a warning Letter of Concern outlining the violations and length of time to correct the problem(s). Upon receipt of the letter, the Contractor shall have ten (10) business days to provide a satisfactory response to KCDA. Failure on the part of the Contractor to address adequately all issues of concern may result in contract cancellation.
- Step 2 – Issue a letter of intent to cancel the contract if the problems(s) are not resolved by the date specified.
- Step 3 – Issue a letter to terminate the contract.

Compliance with Laws

In addition to any requirements set forth herein, vendor shall comply with all applicable state, federal and local laws, rules, regulations and ordinances.

Contract Amendments:

KCDA reserves the right to amend the contract resulting from state law changes or internal boilerplate changes due to state law changes. Contractors/Vendors will be sent written notification of the changes.

Employees who have been Convicted of Crimes against Children:

The Contractor, or any subcontractors, shall not utilize any employee at a school site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.444 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.88 RCW, or violation of similar laws of another jurisdiction.

Contractors/Vendors who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.0303 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor shall provide a copy of the record to the person applying for employment to the school location. If the Contractor or applicant has had a record check within the previous two years, the Contractor may waive the requirement. The Contractor shall determine whether the applicant or the Contractor shall pay costs associated with the record check.

In addition, pursuant to RCW 9.96A.020 and 1993 Chapter Law 71, a person is disqualified from employment by school districts, and their Contractor from hiring employees who will have regularly scheduled unsupervised access to children because of a prior guilty plea or conviction of a felony crime specified under RCW 28A.400.322, or a violation of similar laws of another jurisdiction, even if the time elapsed since the guilty plea or conviction is ten years or more.

Governing Law and Venue/Legal Litigation:

All applicable local, state and federal laws and regulations will apply to any purchases of equipment, service or public works in any of the states KCDA currently services, as well as any other non-AEPA states where members may be added to KCDA membership throughout the term of these contracts. The laws of the State of Washington govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. Venue for any litigation arising out of or related to the Contract shall take place in the State of Washington.

Hazardous Materials:

If any hazardous chemicals/materials are supplied under a contract/purchase order arising out of this solicitation, a Safety Data Sheet (SDS) shall accompany the delivery of any hazardous chemicals/materials supplied by the vendor. All SDA sheets shall be sent to KCDA and the KCDA member. Any products not appropriately labeled will be refused and the vendor will be responsible for additional freight charges.

Indemnification/Hold Harmless:

The Contractor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

Independent Contractor:

The Contractor shall not be held or deemed in any way to be the agent or employee of KCDA and /or a KCDA member. It is the intention of the parties that the Contractor shall be and is to be considered an independent Contractor.

Minority and Women Owned Businesses:

KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

Quality of Goods:

Bidder shall bid and provide new (not used or refurbished) items only. Seller warrants all supplies, materials and equipment and services covered by a contract/purchase order with KCDA or with a KCDA member will:

- (a) conform to the specifications, drawings, written instructions, samples, or descriptions;
- (b) be of good quality and workmanship;
- (c) be free of defects in design, materials and workmanship;
- (d) be merchantable;
- (e) be fit for particular purposes applicable to the design, function or use of the supplies, materials and equipment.

Taxes:

The KCDA Members and Associate Members are to be taxed.

Term of Contract:

The term of the agreement shall commence on the date of the award and continue as stipulated in the General Terms and Conditions, unless terminated, canceled or extended.

Use of Tobacco on School Districts/Public Agency Premises:

RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

B. Order Procedure

After entering into an agreement with KCDA, KCDA will confirm the directions for placement of orders with the Contractor, and will post directions on the KCDA website for both Contractor and members. These directions will also be posted on each awarded Contractors/Vendors website.

- Once the award is made to the Contractor, KCDA will inform members of the contract.
- At this point the Contractor may directly contact members or the member may contact the Contractor.
- A list of members, addresses and phone numbers is available to the Contractor upon request.
- Before a Contractor may enter into business with a KCDA member, they need to verify membership through the KCDA website, which can be viewed under Membership.

Invoicing/Reporting

- KCDA will contact Contractors/Vendors about invoicing procedures.
- KCDA is funded through a service fee paid to KCDA by the participating Contractors/Vendors. The service fee percentage is based upon the total sale of goods and services, including installation, if applicable. This fee shall be reflected in all price quotations under the KCDA agreement. The service fee will be **2%**. Do not print the service fee as a separate line item on the quotation.
- The Contractor will compile an electronic quarterly report listing each purchase made by participating members. Within 30 days after each quarterly period the report will be sent to the e-mail address of the KCDA Purchasing Director, Thomas Kim at tkim@kcda.org and CFO, Yohan Lee at ylee@kcda.org
- These reports shall be in Microsoft Excel format and shall have file names that identify the Contractor and the quarterly period being reported. They shall include the following fields and allow for sorting on any of the fields: Date of order, name of member, item purchased, quantity, unit price, extended price, member PO #, Contractor order number.
- KCDA reserves the right to change the contact name of existing KCDA personnel administering the contract. If there are personnel changes, reports and payments will be sent to the new contact(s) specified.

C. Agencies Allowed to Purchase under KCDA

King County Director's Association (KCDA) is a member owned purchasing cooperative representing 295 Washington State school districts. In addition, KCDA provides purchasing and procurement services for more than 1,200 public agencies and political subdivisions in Washington and other states, including but not limited to Alaska, Idaho, and Montana. KCDA also provides purchasing services for accredited private K-12 schools in Washington State.

A listing of all KCDA members is available on the KCDA website, www.kcda.org.

D. KCDA Additional Terms & Conditions for Construction Products and Services

Contractor agrees that, in performance of the services required under this agreement, Contractor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Contractor to determine applicability and requirements of any such laws and to abide by them.

- **Public Works:** State of Washington statute requires workers be paid prevailing wages when employed on public works projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department Of Labor and Industries and can be obtained on the web at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> or by contacting Labor and Industries at 360-902-5335. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension. A copy of the applicable prevailing wage rates are also available for viewing at the office of KCDA. Upon request KCDA will mail a hard copy of the applicable prevailing wages.
- **Application:** The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530). Definition: Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010). Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020). **Contractors bidding a Public works project exceeding \$1,000,000.00 must declare who their HVAC, Plumbing and Electrical subcontractors will be and submit this information with bid documents in order for the bid to be responsive (RCW 39.30.060).** Such projects also have special considerations pertaining to prefabricated materials (RCW 39.04.370) and use of apprentices (39.04.320).
- **Reciprocity:** In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.
- **Prevailing Wage:** Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.
- **Basic procedures:** A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all Contractors/Vendors have submitted an approved intent form. KCDA cannot release retainage until all Contractors/Vendors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042). Costs for filing shall be the responsibility of the Contractor. Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for as dictated by law. The final 5% will be paid when the following is completed: acceptance of project completion to the satisfaction of the KCDA ordering member, followed by receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue.
- **Federally Funded Projects:** In addition to the Federal Requirements of Section III General Terms and Conditions, Davis-Bacon prevailing wage requirements apply to public works construction contracts of \$2000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at <http://www.wdol.gov/>. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department

of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

- **Responsible Bidder**

Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

Low Responsible Bidder

A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria:

1. At the time of submittal of bid to AEPA, the contractor must hold a current Washington State Contractors License in the name of the company signing the bid. Failure to have the license prior to submitting the bid is a violation of chapter 18.27 RCW and is a gross misdemeanor.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.

B. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included in "Attachment A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility:

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

- **Bonds - Payment & Performance:**

The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of one hundred fifty thousand (\$150,000) dollars or less. In this instance, at the option of the Contractor, the member may in lieu of the bond retain one hundred percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member. Performance and Payment bonds for KCDA members outside Washington must be provided by

companies licensed to provide bonds for public entities in the member's state.

- **Licenses:** The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.010. It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses. The contractor shall verify that appropriate licenses are in place at the time of response to this bid. Copies of licenses must be submitted to the member prior to performing the work. The Contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.
- **Permits:** The acquisition of all permits as well as any drawings needed to obtain those permits is the responsibility of the successful Contractor/Bidder unless otherwise acknowledged by the KCDA member.
- **Certificate of Insurance:** A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to KCDA and the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. KCDA and the KCDA member must both approve the certificate of insurance and endorsements.
- **Acceptable Pricing Method:** KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Contractor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.
- **Progress Payments:** The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:
 - a. Contract Number
 - b. Bid item ID, bid quantity, unit, unit price and description as appropriate
 - c. Sales Tax as applicable

The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request. In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

Payment Retainage: In accordance with RCW 60.28 a contract retainage of not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract shall be withheld and reserved as a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over thirty-five thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete or upon receipt of all necessary releases, whichever is later.

27. West Virginia, West Virginia Cooperative Purchasing

A. General Terms and Conditions that apply for all Categories:

1. **Compliance with Laws/Forum Designation**

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. The terms of the Agreement Addendum which is attached hereto and incorporated herein shall govern and supersede any contract terms to the contrary with respect to each procurement. Contractor shall verify to Mountain State ESC, its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract, and shall provide a copy of this contract and any addenda to each Member Agency when providing a price quotation. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of West Virginia without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in a West Virginia Court of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by West Virginia State Code §11-12-10.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of West Virginia, including but not limited to registration with the West Virginia Secretary of State.

4. West Virginia Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of West Virginia.

5. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work Contractor shall perform or cause to be performed by the West Virginia State Police and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in West Virginia State Code without prior approval of the Member Agency.

6. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

- 7. Ownership of Instruments of Service**
Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.
- 8. Audit**
Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.
- 9. Notices**
Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.
- 10. Non-Appropriation and Other Contract Terms Applicable to Member Agencies as Political Subdivisions of the State**
If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency other than for goods and services already provided.
- 11. No Personal Liability**
It is understood and agreed that under no circumstances will the Member Agency's board members, regional council members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.
- 12. Price Quotation**
Contractors must quote to a Member Agency the pricing listed in the current contract awarded by the Association of Educational Purchasing Agencies. Vendor will follow the procedures for price reductions to AEPA Member Agencies and Participating Entities set forth in the AEPA general terms area, and conditions. The price quotation must be submitted to a Member Agency and Participating Entity in writing, and any other expenses that the Contractors intend to charge a Member Agency or Participating Entity must be separately itemized on the quotation page in bold font with a good faith estimate of the dollar amount of each item, such as use tax if applicable. The failure to list an item or include a good faith estimate of the dollar amount on the quotation page will preclude a Contractor from charging the same.
- 13. Jobs Act**
As the unemployment rate in the State of West Virginia is significantly higher than most other states, the West Virginia Legislature enacted the West Virginia Jobs Act, which deems it necessary for those employers contracted to perform construction work on state funded public improvement projects, which equal or exceed \$500,000.00 in cost, to hire 75% of their workers from the local labor market. The local labor market is defined as including every county within the State of West Virginia as well as any county outside of West Virginia, if any portion of that county is within 50 miles of the state border.
- There are certain exclusions to this requirement, which includes an exemption for projects that contain any amount of federal funding as well as an allowance for out-of-state contractors to bring two (2) of their own employees from outside the local labor market to work on the project and still remain in compliance.
- 14. Miscellaneous**
Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract. This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto and all agreements or understandings with a Member Agency. No contract amendments can be made without the approval of the AEPA membership.
- B. Construction Products and Services:**
For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by West Virginia State Code §38- 2-39.
2. Contractor shall comply with all applicable licensing requirements, including those of the West Virginia Contractor Licensing Board pursuant to West Virginia State Code §21-11-3.

C. Procedures for Processing Orders:

The Mountain State ESC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of Mountain State ESC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the Mountain State ESC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the Mountain State ESC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Mountain State ESC, 501 22nd Street, Dunbar, WV 25064

The Contractor will compile a quarterly report showing all purchases made by the Mountain State ESC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

D. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the MOUNTAIN STATE ESC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All West Virginia PK-12 school districts, including Career and Technical Education Centers, Regional Education Services Agencies, West Virginia Department of Education (WVDE) and all Institutional Education Programs operated by WVDE are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, municipalities, counties, other governmental agencies and non-profit agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

28. Wisconsin, Cooperative Educational Service Agency - CESA Purchasing

A. Additional Terms and Conditions

(Note: anything that is not already in Part A – General Terms and Conditions for AEPA) Terms and Conditions must be compliant with Wisconsin State Statutes 16.70 to 16.848

B. *Additional Participating Agency Terms and Conditions for Non-Construction Products and Services* Some larger districts, like Milwaukee Public Schools, may require an additional one page “piggyback” memorandum of understanding to utilize the contract.

C. Additional Participating Agency Terms and Conditions for Construction Related Products and Services
Construction contracts are subject to Wisconsin State Statutes 16.855 or 66.0901.

D. Procedure for Processing Orders

All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged.

E. Members Purchasing Under CESA

CESA Purchasing membership is free. Membership is available to the following agencies based on WI State Statutes Chapter 116 which governs the work of WI Cooperative Educational Service Agencies: school districts, University of Wisconsin System institutions, and technical colleges. All public, private, and tribal schools, and all public and private agencies and organizations, that provide services to pupils. Please note in Wisconsin we do not require additional registration of members and define members as those defined by WI Statute 116 that guides our work.

29. Wyoming, Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES):

Upon execution of this document, the respondent hereby agrees to submit bids and NEW BOCES agrees to accept such bids under the following conditions:

PREFERENCES Wyoming Statutes provide for percentage preferences for items supplied by Wyoming resident bidders and for items produced or grown in the State of Wyoming. Preferences may not be applied when federal funds are involved. Preference will be given in accordance with W.S. 16-6-101, 16-6-102, 16-6-103, 16-6-104, 16-6-105, 16-6-106, 16-6-107, and 16-6-301, as amended. For bids involving federal funds please refer to W.S. 16-6-108. Please contact the Department of Workforce Services, Division of Labor Standards

Resident & Non-Resident VENDOR REGISTRATION REQUIREMENTS:

Secretary of State 2020 Carey Avenue Cheyenne, WY 82002 Phone: (307) 777-7378 website: <http://soswy.state.wy.us/>
Department of Workforce Services Division of Unemployment Insurance 100 W. Midwest P.O. Box 2760 Casper, WY 82602 Phone: (307) 235-3217

Public Works and Contracts: Vendor shall comply with all laws, whether local, state, federal, or otherwise, applicable to any aspect of the service or product to be provided in relation to the contract. It shall be the vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Vendor shall indemnify, defend, and hold harmless NEW BOCES for any default or breach of vendor in this regard. To the extent applicable for the product or service bid, vendor shall comply with W.S. 16-6-101 to 16-6-602 and to W.S. 21-3-110(a) (viii)

Every Contracted Vendor Employee shall provide a valid State issued Identification Card upon entry of any educational facility.

Members Customer Client Purchasing: NEW BOCES NEW BOCES is an educational cooperative authorized under the provisions of W.S. 21-20-101 to 21-20-111. All K-12 school districts, Community Colleges, Child Development Centers, Residential Child Care Institutions, Utah Educational Service Agencies, all Non-Profits and all Municipalities are eligible to participate in NEW BOCES cooperative purchasing programs within the State of Wyoming and Other States as requested. "Agencies" means Counties, Municipal Corporations, School Districts, Community College Districts, the joint business council of the Eastern Shoshone and Northern Arapaho Indian tribes, the business council of the Eastern Shoshone Indian tribe, the business council of the Northern Arapaho Indian tribe. Providing facilities or functions enumerated in W.S. 16-1-104(c);

No member user is obligated to use these services, but they find the benefits of economy and efficiency made possible by cooperative purchasing to be advantageous.

Procedure for Processing Orders: Upon bid award to the Contractors/Vendors, NEW BOCES will inform its members and other qualifying purchasers of the contract:

- When the customer identifies a desired product or service as available through the AEPA/NEW BOCES contract and agrees on price as presented to the customer by the awarded AEPA/NEW BOCES vendor, the customer then issues to the vendor a purchase order for that item or service.
- The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to NEW BOCES on a quarterly basis.
- Administrative/Marketing fees will be payable to NEW BOCES on the 15th in the months of April, July, October, and January with all checks payable to NEW BOCES, 410 North Miller Avenue, Gillette, Wyoming 82716.
- Vendor makes all deliveries and installation of products and services. NEW BOCES does not warehouse items nor provide services.
- No other Cooperative shall be offered or used by awarded Contracted Vendors within the participating member customer clients of NEW BOCES.

Vendor Contact: Vendor will designate to NEW BOCES an individual(s) who will represent them. This contact person(s) will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to NEW BOCES members upon award of this bid.

NEW BOCES Commitment to Awarded Contract Vendors:

- 1) Website postings www.newboces.com under Cooperative Purchasing. Includes but not limited to News & Announcements, Public Calendar Events, Awarded Contracts, and Flyers.
- 2) Announcing the contract in its quarterly newsletter and other events completed with vendors which includes savings reports and rebates to members and users of NEW BOCES Cooperative Contracts.
- 3) Publish the Vendor information in a catalog disseminated to all members and marketing for new members.
- 4) Attend Annual Conferences for Trade Show product purposes of all contracts held by NEW BOCES. Including any other suggestions or support from Vendors. A list of members and other qualifying purchasers, addresses, and phone numbers will be made available to the Contracted Vendor.

5. AEPA Member Agency (State) Forms

An AEPA Member Agency (State) may have forms relating to this solicitation that require completion before an award is made by that AEPA Member Agency.

For this solicitation, New Jersey is the only AEPA Member Agency with required forms. The forms can be found on the following pages.

NEW JERSEY REQUIRED DOCUMENTS FOR GOODS AND SERVICES BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 352
TRENTON, N.J. 08646-0352

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107230
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name: CLIENT REGISTRATION
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm’s New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (<https://www.state.nj.us/treasury/revenue/debarment/index.shtml>).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or

the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification attesting,

IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. (18A:18A-49.4) cont'd.

under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification.

If the ESCNJ determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the ESCNJ shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The ESCNJ has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form with the bid/proposal shall be cause for rejection of the bid or proposal.

POLITICAL CONTRIBUTIONS DISCLOSURE – AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract – Reportable Contributions – N.J.A.C. 6A:23A-6.3 (a) (1)

“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to a member of the board of education during the preceding one-year period.”

Contributions During Term of Contract – Prohibited – N.J.A.C. 6A:23A-6.3 (a) (2, 3)

“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

“When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

Chapter 271 Political Contribution Disclosure Form – Required – N.J.A.C. 6A:23A-6.3 (a) (4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.state.nj.us.

Chapter 271 Political Contribution Disclosure Form

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county,
 - of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The ESCNJ has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The ESCNJ has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

PREVAILING WAGES

Where applicable, all vendors must adhere to NJ State Prevailing Wage laws; All subcontractors named in this bid understand the requirements of the subcontractor to pay prevailing wages in full accordance with the law, where applicable.

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval. Yes No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. Yes No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered “**NO**” to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

https://www.nj.gov/treasury/contract_compliance/

- a. Click on “Employee Information Report”
- b. Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm _____

Address _____

City, State, Zip _____

Name of Authorized Agent _____ Title _____

SIGNATURE _____ Date _____

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company _____ Name _____

Signature _____ Title _____

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

Name of Company _____

Name of Authorized Representative _____

Signature _____ **Date** _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company _____

Name _____

Signature _____

Title _____

Date: _____

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		CITY COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	INAUG. DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1	COL. 2	COL. 3	***** MALE *****					***** FEMALE *****					
	TOTAL	MALE	FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)

To download the AA-302 form, click this link:
https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.** IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned

by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all

columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance

P.O. Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271

Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00)

Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____(Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

No Reportable Contributions (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*¹
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

P.L. 2005, c. 271

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office,

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

- (1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;
- (2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and
- (3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

STATE OF NEW JERSEY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

Part 1

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone Number: _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

Statement of Suspension or Debarment

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)
of _____ State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm
of _____ the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This _____ day of _____, 20 ____

(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires _____ 20 ____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II Check the appropriate box

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
 - OR**
 - No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**
- _____

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **ESCNJ and/or its members** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **ESCNJ and/or its members** to notify the **ESCNJ and/or its members** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **ESCNJ and/or its members** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**This statement shall be completed, certified to, and included with all bid and proposal submissions.
Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

NEW JERSEY REQUIRED DOCUMENTS FOR PUBLIC WORKS BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

3. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
4. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 352
TRENTON, N.J. 08646-0352

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107230
ISSUANCE DATE: 07/14/04

Acting Director

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name: CLIENT REGISTRATION
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

RETURN PRIORTO BID AWARD

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

C. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER - continued

receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

D. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (<https://www.state.nj.us/treasury/revenue/debarment/index.shtml>).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification.

If the ESCNJ determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the ESCNJ shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The ESCNJ has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form with the bid/proposal shall be cause for rejection of the bid or proposal.

PREVAILING WAGES

Where applicable, all vendors must adhere to NJ State Prevailing Wage laws; All subcontractors named in this bid understand the requirements of the subcontractor to pay prevailing wages in full accordance with the law, where applicable.

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

APPENDIX A RETURN WITH BID
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company _____ Name _____

Signature _____ Title _____

ASSURANCE OF COMPLIANCE – RETURN WITH BID

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

RETURN WITH BID

**Educational Services Commission of New Jersey
Business Office**

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

**Chapter 271
Political Contribution Disclosure Form**

(Contracts that Exceed \$17,500.00)

Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

No Reportable Contributions (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee²
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

² N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

P.L. 2005, c. 271

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office,

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

- (3) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;
- (4) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and
- (4) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

STATE OF NEW JERSEY - RETURN WITH BID
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

Part 1

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

Statement of Suspension or Debarment - RETURN WITH BID

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)
of _____ State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm
of _____ the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This _____ day of _____, 20 ____

(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires _____ 20 ____

STATEMENT OF OWNERSHIP DISCLOSURE - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II Check the appropriate box

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
 - OR**
 - No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**
- _____

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **ESCNJ and/or its members** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **ESCNJ and/or its members** to notify the **ESCNJ and/or its members** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it

will constitute a material breach of my agreement(s) with the, permitting the **ESCNJ and/or its members** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions.
Failure to submit the required information is cause for automatic rejection of the bid or proposal.

CERTIFICATE OF AUTHORITY - RETURN WITH BID

All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX
pursuant to N. J. S. A. [REDACTED]

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Tax Registration No. [REDACTED]
Tax Effective Date: 10-15-10
Document Locator No. [REDACTED]
Date Issued: 10-14-10

Acting Director, Division of Taxation

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

CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

Co-op member Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)

Change orders may be approved by the Co-op member in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; or
- Minor modifications to the project/scope that achieve cost savings, improve service or resolve construction conditions.

Division of Finance (NJDOE) Approval

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or
- Change orders that affect the number, size, configuration, location or use of co-op member spaces.

All contractors are prohibited to perform any change order unless so directed in writing by the Co-op member.

CONTRACTOR TRADE LICENSES - RETURN WITH BID

All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License



CONTRACTOR'S REGISTRATION EVIDENCE — "Public Works Contractor Registration Act"

A. Valid Certificate – Receipt of Bid

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that *"No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act."* The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

PRE-QUALIFICATION OF BIDDERS

A. DPMC Prequalification-- Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all Bidders on any contract for public works which the entire cost of the contract exceeds \$20,000, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, as to charter and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Commission if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefore NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

B. Prequalification Affidavit--No Material Adverse Change

Every pre-qualified Bidder must submit with his proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. **Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements.** (N.J.S.A. 18A:18A-32)

C. Bidders shall furnish satisfactory evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the ESCNJ as part of the bidding documents. Where the Bidder intends to subcontract any portion of the project, the cost of which will exceed \$20,000.00, the sub-contractor shall be pre-qualified to perform the work and the bidder shall submit the requisite documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The ESCNJ may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform their work. The bidder shall furnish the ESCNJ with the information and data for this purpose upon request. The ESCNJ reserves the right to reject any bid if the information fails to establish to the ESCNJ's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

D. **Notice of Classification**--(For Contracts Exceeding \$20,000) N.J.S.A. 18A:18A-26 et seq., N.J.S.A. 52:35-1 et seq.

Each Bidder shall submit with his/her bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. **Any bid submitted to the ESCNJ under the terms of New Jersey Statutes not including a copy of a valid and active classification letter shall be rejected as being non-responsive to bid requirements.**

"The Co-op member, through its authorized agent, shall upon completion of the contract report to the State agency listed on the pre-qualification/classification letter as to the contractor's performance and shall furnish such report from time to time during performance if the contractor is then in default".

E. **Uncompleted Contracts**--(For Contracts Exceeding \$20,000) - N.J.A.C. 17:19-2.13(a)

The ESCNJ also requires that each bidder submit with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by code. (Form DPMC 701). **Failure to submit this document will result in the rejection of the bid as being non-responsive.**

PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS

The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable wage rates by County as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56:25, is hereby made a part of these Contract Documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at <http://lwd.dol.state.nj.us/>, the Prevailing Wages Determination Section.

- **Compliance with New Jersey Prevailing Wage Act**

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

- **Certified Payrolls**

Contractor agrees to submit to the Co-op member a certified payroll for each payroll period within ten (10) days of the payment of wages. Contractor further agrees that no payments will be made to the Contractor if certified payrolls are not received. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

- **Submission of Affidavit**

Before final payment, the contractor shall furnish the co-op member with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

- **Posting of Prevailing Wages**

The contractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and in such place or places as used to pay workers their wages. (Reference 18A:7G-23 and N.J.S.A 34:11-56.32.)

- **Prevailing Wages Certification—Submission with Bid**

The bidder shall submit a Prevailing Wages Certification with its bid package.

- **Non-compliance Statement**

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or co-op member may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)

Each Bidder shall provide a certification showing that he/she owns, leases or controls all the necessary equipment required by the specifications. If the Bidder is not the actual owner or lessee of any such equipment, he/she shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT - RETURN WITH BID

Contractors, services providers, and all vendors with whom the ESCNJ has an executed contract, may not subcontract any part of any work done or assign any part of the contract for goods or materials for ESCNJ and Co-op members without first receiving written permission from the ESCNJ. Awarded vendors may add additional subcontractors after submitting the proper paperwork and upon approval from the ESCNJ. Under no condition will any work specified be subcontracted without the ESCNJ's prior written approval. **Failure to adhere to this requirement may result in revocation of a contract.**

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The ESCNJ must approve all subcontractors and will require the following documents to be secured from all approved subcontractors:

- Affirmative Action Evidence – Construction type contracts
- Americans with Disabilities Act of 1990
- Assurance of Compliance
- Certificate of Authority
- Certifications and Licenses as applicable
- Contractor's Registration Certificate (Public Works)
- Disclosure of Investment Activities in Iran
- Equipment Certification
- Insurance Certificate as outlined in the bid specifications;
- New Jersey Business Registration Certificate
- New Jersey School Development Authority Prequalification
- Notice of Classification Form (DPMC)
- Political Contribution Disclosure Form
- Prequalification Affidavit--No Material Adverse Change
- Prevailing Wages Compliance Certification
- Statement of Ownership (Ownership Disclosure Certification)
- Statement of Suspension or Debarment
- Subcontracting Assignments
- Sworn Contractor's Disclosure
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT-continued

In cases of subcontracting, the Co-op member shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Co-op member shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors. All vendors are responsible for submitting subcontractor documentation.

Penalties – Unauthorized Subcontractors

The Co-op member may deduct the amount of \$1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission as required.

Subcontractor Disclosure Statement

If the bidder intends to subcontract any work, please submit the completed **Subcontractor Disclosure Statement found in this bid document.**

SWORN CONTRACTOR CERTIFICATION – (Bidder’s Certification)

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification may lead to the bid being rejected.**

AFFIRMATIVE ACTION—Construction Contracts—Acknowledgement - RETURN WITH BID

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** listing their entire work force and all employees that may be used for any jobs under this ESCNJ Co-op contract with their bid submission. Proper completion and submission of this Report shall constitute evidence of the contractor’s compliance with the regulations. Failure to submit this form may result in the contract being terminated. The awarded contractor(s) shall also complete and submit an Initial Project Workforce Report, **Form AA-201** to the owner before the start of any job entered into under this contract. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the owner’s Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link:

https://www.nj.gov/treasury/contract_compliance/

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

EXHIBIT B - RETURN WITH BID
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B)

(C) EXHIBIT B - [RETURN WITH BID](#)

(D) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

(E) N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

(F) N.J.A.C. 17:27-1.1 et seq.

(G) CONSTRUCTION CONTRACTS-continued

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

EXHIBIT B (Continued)

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and

EXHIBIT B - RETURN WITH BID
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS-continued

trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

Company _____

Signature _____

Name _____

Title _____

Sample-AA201

FORM AA-201
Revised 11/11

STATE OF NEW JERSEY
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment _____

Code _____

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT						
				Name: _____						
3. NAME AND ADDRESS OF PRIME CONTRACTOR				Address: _____						
(Name) _____				CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD						
(Street Address) _____				6. NAME AND ADDRESS OF PROJECT		7. PROJECT NUMBER				
(City) _____ (State) _____ (Zip Code) _____				Name: _____		Address: _____				
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []		COUNTY _____		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/>						
9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name) _____

(Title) _____

(Area Code) _____

(Telephone Number) _____

(Ext.) _____

(Date) _____

**INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT – CONSTRUCTION (AA201)**

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

**NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550**

EQUIPMENT CERTIFICATION - [RETURN WITH BID](#)

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) _____ owns all the necessary equipment as required by the

Name of Company

specifications and to complete the specified public work project.

or

B) _____ leases or controls all the necessary equipment as required

Name of Company

by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with the bid:**

1. A certificate stating the source from which the equipment will be obtained and
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company _____

Authorized Agent

Title _____

Authorized Signature _____

PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE - RETURN WITH BID

The below affidavit must be submitted with your bid for projects over \$20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, _____ of the City of _____
in the County of _____ and the State of _____

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

No Material Adverse Change in Qualification

I am _____ (*Position in Company*), and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

_____ (*Name of Company*) is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective (Date).

Type of Contract/Trade Classified: _____

Classification Approved Amount \$ _____

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is \$ _____ as of _____ (Date).

A copy of the company’s Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

NJSDA Prequalification

The _____ (Name of Company), pursuant to N.J.S.A.18A:7G-33, is prequalified with the NJSDA on contracts for “school facilities” projects as defined by code. NJSDA prequalification is not a requirement for maintenance projects.

Signature of Authorized Representative **Date**

Sworn and subscribed to before me this _____ day of _____ in the Year __

Signature of Notary **Print Name of Notary**

My Commission Expires: _____ **SEAL**
Month Day Year

PREVAILING WAGES COMPLIANCE CERTIFICATION - RETURN WITH BID

It is the determination of the ESCNJ that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ or its Co-op members requires prevailing wages to be paid in full accordance with the law.
2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an “interest” with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____ No _____

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Name of Company: _____

Authorized Agent: _____

Title of Authorized Agent: _____

Authorized Signature: _____

SUBCONTRACTOR’S DISCLOSURE FORM - RETURN WITH BID

If the bidder **will** subcontract any part of their services /installation award, the bidder **must** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for _____

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No _____

Authorized Agent _____ Title _____

Certification of Equipment

The _____ hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Authorized Agent (Print)—Bidder

Signature of Authorized Agent—Bidder

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

SUBCONTRACTOR'S DISCLOSURE FORM (Continued) - **RETURN WITH BID**

If the bidder **will** subcontract any part of their services /installation award, the bidder **must** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for Other _____
Name of Subcontracting Company _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____
E-Mail _____ FEIN No _____
Authorized Agent _____ Title _____

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Authorized Agent (Print)—Bidder

Signature of Authorized Agent—Bidder

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

Sworn Contractor Certification; Qualifications and Credentials
(Bidder's Certification) - RETURN WITH BID

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I _____ the principal owner or officer of the company certify that the forgoing statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;
2. A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;
3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;
4. During the term of the project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and appropriate safety and health plan.
5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company _____

Name of Owner or Officer _____

Signature of Owner or Officer _____

Notarized before me this _____ day of _____, _____
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____
Month Day Year

-SEAL-



RETURN WITH BID

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the ESCNJ.) I certify that the amount of uncompleted work on contracts is \$_____.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



**Affix
corporate
seal here**

Name of Firm

Signature

Title

Address

Phone

Sworn to and Subscribed before me

This day ____ of _____ 20____
Notary Public

DPMC 701 (3/15)

Vendor Contact Form - RETURN WITH BID

This page should be included in your electronic file in Word format

so that we can copy and paste into our website.
Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	Title of Bid: _____ Bid # _____
Vendor	
Representative	
Address	
Telephone #	
Fax #	
Email	
Website	

NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID

1.	Affirmative Action Construction Contracts Acknowledgement and Total Work Force/Employee AA201	15.	NJ School Development Authority Prequalification
2.	Americans with Disabilities Act of 1990	16.	Non-Collusion Affidavit Notarized and Sealed
3.	Assurance of Compliance	17.	Pre-Qualification Affidavit (Projects over \$20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.)
4.	Certificate of Authority	18.	Prevailing Wage Certification
5.	Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # (Upon award)	19.	Request for Clarifications Form
6.	Chapter 271 Political Contribution Disclosure Form	20.	Respondent Comment Form – Optional
7.	Dealer/Subcontractor Documents if applicable	21.	Statement of Ownership (Ownership Disclosure Certification)
8.	Disclosure of Investment Activities in Iran Form	22.	Statement of Suspension or Debarment Notarized & Sealed
9.	DPMC Notice of Classification Form	23.	Sub-contractor’s Disclosure Form(s)
10.	Equipment Certification	24.	Sworn Contractor Certification; Qualifications and Credentials
11.	Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts	25.	Total Amount of Uncompleted Contracts Form-Certified (DPMC Form 701)
12.	Licenses	26.	Vendor Contact Form
13.	New Jersey Business Registration Certificate ** (Received no later than the time of award)	27.	W-9 Form
14.	New Jersey Public Works Contractor Certificate		

Signature: _____

Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.



Part D - Questionnaire

AEPA 022

Furniture

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Part D – Questionnaire – Name of Company***”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: _____

Company Address: _____

City, State, zip code: _____

Website: _____

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: _____ public company _____ privately owned company

In what year was this business started under its present name? _____

Under what additional, or, former name(s) has your business operated? _____

Is this business a corporation? _____ No _____ Yes. If yes, complete the following:

Date of Incorporation: _____

State of Incorporation: _____

Name of President: _____

Name(s) of Vice President(s): _____

Name of Treasurer: _____

Name of Secretary: _____

Is this business a partnership? _____ No _____ Yes. If yes, complete the following:

Date of Partnership: _____

State Founded: _____

Type of Partnership, if applicable: _____

Name(s) of General Partner(s): _____

Is this business individually owned? _____ No _____ Yes. If yes, complete the following:

Date of Purchase: _____

State Founded: _____

Name of Owner/Operator: _____

Is this business different from those identified above? _____ No _____ Yes

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? _____ No _____ Yes

Is this business minority-owned?

_____ No _____ Yes

Does this business have an Affirmative Action plan/statement?

_____ No _____ Yes

Business Headquarter Location

Business Address _____

City, State, zip code _____

Phone _____

How long at this address? _____

Business Branch Location(s)

Branch Address _____

City, State, zip code _____

Branch Address _____

City, State, zip code _____

Branch Address _____

City, State, zip code _____

Branch Address _____

City, State, zip code _____

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager				
Sales Manager				
Customer & Support Manager				

Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers				
Technical, Maintenance & Support Services				
Quotes, Invoicing & Payments				
Warranty & After the Sale				
Financial Manager				

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

Click or tap here to enter text.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Click or tap here to enter text.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Click or tap here to enter text.

If offering Design Services in your response, describe how the process works between your company and the customer.

Click or tap here to enter text.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

Click or tap here to enter text.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

Click or tap here to enter text.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Click or tap here to enter text.

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Click or tap here to enter text.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

Click or tap here to enter text.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Click or tap here to enter text.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Click or tap here to enter text.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

Click or tap here to enter text.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit B – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.

- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

Click or tap here to enter text.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Click or tap here to enter text.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

Click or tap here to enter text.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

Click or tap here to enter text.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

Click or tap here to enter text.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

Click or tap here to enter text.

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Click or tap here to enter text.

Disclosures

Financial Health (REQUIRED): AEPA requires reports that describe the financial soundness of your organization. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years (2018, 2019, 2020), a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions.

For confidentiality, respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at georgewilson.aepa@outlook.com. The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening.

Legal: Does this business have actions currently filed against it?

No

Yes

If **Yes**, **AN ATTACHMENT IS REQUIRED**: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1.				
2.				
3.				
4.				
5.				

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes			
Colorado	Undecided			
Connecticut	Yes			
Florida	Yes			
Georgia	Yes			
Illinois	Yes			
Indiana	Yes			
Iowa	Yes			
Kansas	Yes			
Kentucky	Yes			
Massachusetts	Yes			
Michigan	Yes			
Minnesota	Yes			
Missouri	Yes			
Montana	yes			
Nebraska	Yes			
New Jersey	Yes			
New Mexico	Yes			
North Dakota	Yes			
Ohio	Yes			
Oregon	Yes			
Pennsylvania	Yes			
South Carolina	Yes			
Texas	Yes			
Virginia	Yes			
Washington	Yes			
West Virginia	Yes			
Wisconsin	Yes			
Wyoming	Yes			

e-Commerce: Does this business have an e-commerce website? _____ **No** _____ **Yes**

If YES, what is the website? _____

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** _____ **Yes**

Does this business have a toll-free customers support phone option? _____ **No** _____ **Yes**

Does this business offer local customer and support service options? _____ **No** _____ **Yes**

State your normal delivery time (in days) and any options for expediting delivery.
Click or tap here to enter text.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?
Click or tap here to enter text.

Describe your company's payment terms as well as any quick pay discounts.
Click or tap here to enter text.

State your company's return policy and any applicable State restocking fees.
Click or tap here to enter text.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
Click or tap here to enter text.

Pricing

- Is your pricing methodology guaranteed for the term of the contract? _____ **No** _____ **Yes**
- Will you offer customized price lists to participating entities as required per the pricing terms of Part A? _____ **No** _____ **Yes**
- Will you offer hot list pricing (optional) as described in the pricing terms of Part A? _____ **No** _____ **Yes**
- Will you offer volume price discounts as described in the pricing terms of Part A? _____ **No** _____ **Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ **No** _____ **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

- _____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.
- _____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ **No** _____ **Yes**

If YES, identify which cooperative and the respective expiration date(s).
Click or tap here to enter text.

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

Click or tap here to enter text.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
<input type="checkbox"/>	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
<input type="checkbox"/>	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
<input type="checkbox"/>	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? **No** **Yes**

If Yes, please indicate how the rate factor is determined and other cost factors below.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.		
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.		
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.		
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.		
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.		
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.		
7. Attend two (2) AEPA meetings each year (see Part A)		
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).		
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.		

Exceptions

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation



Part E – Signature Forms

AEPA 022-A

Furniture

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company’s proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled “Part E – Signature Forms – Name of Bidding Company” (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled “Part E – Signature Forms – Name of Bidding Company”.

Uniform Guidance “EDGAR” Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent’s acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	<u>Respondent Certification:</u> YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Name of Business

Signature of Authorized Representative

Printed Name

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Authorized Representative (Please print or type)

Mailing Address

Title (Please print or type)

City, State, Zip

Signature of Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____

Notary Public in and for County of _____ State of _____

My commission expires on _____ Signature _____



Enter Notary Stamp



Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	_____	Date	_____
Address	_____	City, State Zip	_____
Contact Person	_____	Title	_____
Authorized Signature	_____	Title	_____
Email	_____	Phone	_____

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	3/1/2022	Or

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their *specified/required format*, by the due date and time listed for this solicitation. *Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.* Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	Required. Signatures Required.
	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
	Price List/Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Financial Health Document(s) – Name of Responding Company	Scanned PDF	Required. Not provided by AEPA, Respondent Created
	Exhibit B – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit C – Warranties, Additional Services – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit D – Additional Discounts – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created

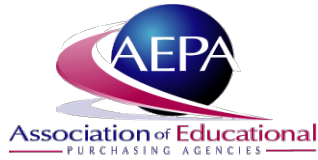


Part F.1 – Price Schedule AEPA #022-A Furniture

INSTRUCTIONS: Download the Net Effective Bid Price and respective information for all line items in the entire catalog. Use a separate spreadsheet for each catalog. Please be sure to set the 'Print Area' PRIOR to submitting your bid response. Discount shall be from Manufacturer List Price (MLP). Discount can be applied by manufacturer or lines within manufacturer. The Price List or catalog date (i.e. July 2020) as well as the catalog number from which the discount is calculated must be included with proposal response.

Part F.2 is a REQUIRED FORM

Bidding Company Name: <i>Enter company name here</i>		Catalog Name: <i>Enter catalog name here</i>																									
No.	Discount Grouping as identified on form F.1 Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Net Order Size \$0-\$1000 Discount Percentage	Net Effective Bid Price	Net Order Size \$1001-\$55,000 Discount Percentage	Net Effective Bid Price	Net Order Size \$55001-\$115,000 Discount Percentage	Net Effective Bid Price	Net Order Size \$115,001-\$250,000 Discount Percentage	Net Effective Bid Price	Net Order Size \$250,001-\$500,000 Discount Percentage	Net Effective Bid Price	Net Order Size \$500,001-\$1,000,000 Discount Percentage	Net Effective Bid Price	Net Order Size \$1,000,001-\$2,500,000 Discount Percentage	Net Effective Bid Price	Net Order Size \$2,500,000+ Discount Percentage	Net Effective Bid Price	Comments	No.	
1	<i>Example Grouping</i>	<i>Example Product Category</i>	<i>Example Product Description</i>	<i>ACME</i>	<i>123</i>	<i>456</i>	<i>ea</i>	<i>\$ 10,000.00</i>	<i>5%</i>	<i>\$ 9,500.00</i>	<i>10%</i>	<i>\$ 9,000.00</i>	<i>15%</i>	<i>\$ 8,500.00</i>	<i>20%</i>	<i>\$ 8,000.00</i>	<i>25%</i>	<i>\$ 7,500.00</i>	<i>30%</i>	<i>\$ 7,000.00</i>	<i>50%</i>	<i>\$ 5,000.00</i>			1		
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Part F.2 – Services Price Schedule

AEPA #022-A Furniture

Bidding Company Name: *Enter company name here*

NOTE: If your company provides any of the services listed below, please complete the price schedule. **Part F.2 is an OPTIONAL FORM**

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Installation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

*Please detail additional discounts on large projects.

<u>Customer Name</u>	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>PO #</u>	<u>Item #</u>	<u>Item Description</u>	<u>Manufacturer #</u>	<u>Qty</u>	<u>Extended Advertised Price</u>	<u>Extended AEPA Price</u>	<u>Savings</u>
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Total Purchases

Total Administrative Fee

Questions for Bid IFB #022-A - Furniture

Question #1

Do we need to request Authorization Letters from the vendors? If yes do we need to include any important information on the letter?

Jul 27, 2021 9:49:49 AM CDT
By: School Specialty - SSIuser

Answers

The bid documents do not require Authorization Letters from the vendors to be included in the vendor response.

Aug 4, 2021 6:22:14 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #2

On Price Schedule Part F. I only want to provide a discount off the whole price list from a vendor. If that is the case I wouldn't need to fill out Manufacturer SKU, Vendor SKU or Catalog List Price, Unit of measure, Net Effective bid prices, product description, Correct?

Jul 27, 2021 1:30:01 PM CDT
By: School Specialty - SSIuser

Column C Product Category - Do I use the categories listed in Part B starting on page 1 A-J?

Catalog Name from what I have read is the same as Price List from a Manufacturer. Then column B I would add the Manufacturer Name. If that is correct, you want an excel sheet for each Manufacturer I am responding on this bid? How would you want them each labeled because that isn't stated and I will have numerous excel sheets. Would I put the Manufacturer name after Responding Company Name? Or can I just create Pricing Schedule tabs for each Manufacturer so I am only submitting one excel sheet?

Answers

Answer: No. In order to compare pricing amongst respondents, Form F.1 must be completed as presented.

Aug 4, 2021 6:22:57 PM CDT
By: jeastes_aepa

Answer: Respondents may use the categories listed in Part B, 1. b. A-J and include additional categories offered by the respondent's company.

Answer: Respondents may create Pricing Schedule tabs for each Manufacturer in one excel sheet.

Answer

Archive

Reject

Question #3

Documents upload. I will have multiply price list documents. The title I am to use is Price List/Catalog - Name of Responding Company. Can I put the Manufacturers name in the title to so it is clear each of their price list? Where do you want it located in the title?

Jul 27, 2021 1:36:42 PM CDT
By: School Specialty - SSIuser

Answers

You may include the Manufacturer name in the title. The location of the name in the title is the decision of the respondent.

Aug 4, 2021 6:24:04 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #4

I understand the discount would remain the same for each manufacturer but when a new price list comes out from a vendor do I need to submit it to AEPA? How often can I submit new Price List? Or when providing a price to a customer can I just utilize always the manufacturer most current price list?

Jul 27, 2021 1:39:05 PM CDT
By: School Specialty - SSIuser

Answers

As outlined in Part B 8. 1. a. ii., new catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.

Aug 4, 2021 6:25:21 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #5

States in Part A in Part B would state if Bid Bond is required. It doesn't state either way if we need a bid bond or not. Please advise. Thank you.

Jul 27, 2021 1:48:44 PM CDT
By: School Specialty - SSIuser

Answers

A bid bond is not required for this Furniture category.

Jul 27, 2021 3:56:32 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #6

Part C, I only need to return the NJ documents stating return with Bid. The rest of the document I don't need to upload, correct?

Jul 28, 2021 8:13:03 AM CDT
By: School Specialty - SSIuser

Answers

Correct. Only the state required documents in Part C need to be included in a response.

Aug 4, 2021 6:21:16 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #7

NJ State Documents requirement Non-Collusion Affidavit Document. It is not in the forms. Please advise.

Jul 28, 2021 9:47:52 AM CDT
By: School Specialty - SSIuser

Answers

New Jersey does not require a separate Non-Collusion Affidavit Document with the AEPA solicitation response.

Aug 5, 2021 12:18:47 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #8

NJ State Document Request for Clarifications Form - It is not in the forms. Please advise.

Jul 28, 2021 9:48:57 AM CDT

Answers

The New Jersey Clarification form is a form that allows the vendor to ask questions in writing. It is not necessary for AEPA solicitations since questions are handled in the Public Purchase forum.

By: School Specialty - SSIuser

Aug 5, 2021 12:09:32 PM CDT
By: jeastes_aepa

[Answer](#)[Archive](#)[Reject](#)**Question #9**

Part C on page 94 states I only need to respond with the NJ required documents. But on Page 63 Oregon Documents states I need to return with the bid. Do I need to return those documents or would I return them after I get an award?

Jul 29, 2021 9:13:03 AM CDT
By: School Specialty - SSIuser

Answers

Oregon does not require this form to be returned with your response to the AEPA bid.

Aug 12, 2021 9:13:32 AM CDT
By: jeastes_aepa

[Answer](#)[Archive](#)[Reject](#)**Question #10**

Please advise the difference between Volume discount and the price schedule tier pricing discounts?

Jul 29, 2021 11:11:38 AM CDT
By: School Specialty - SSIuser

Answers

F.3 Volume Discounts is an optional form. If a respondent chooses to complete the form, it is an opportunity for a respondent to offer "Additional Discounts for One Time Purchase or a Group of Local Agencies in a Geographic Area Combining Requirements (Estimate Annual Spend)."

Aug 12, 2021 9:05:01 AM CDT
By: jeastes_aepa

[Answer](#)[Archive](#)[Reject](#)**Question #11**

Please advise what you consider Hot List Pricing?

Jul 29, 2021 11:12:12 AM CDT
By: School Specialty - SSIuser

Answers

As described in Part B 8. 2. b., Respondents are invited, at their option, to offer a selection of products/services at greater discounts than those listed in the standard catalog or core list discounts. Special time-limited reductions are permissible under the following conditions:

Aug 12, 2021 9:06:10 AM CDT
By: jeastes_aepa

- i. The price reduction is for a specific period, no less than thirty (30) days.
- ii. The reduction/incentive may be used to discount and liquidate close-out and discounted products/services if those items are clearly labeled as such.
- iii. The original price for products/services is not exceeded after the time limit.
- iv. The AEPA Category Committee and any affected AEPA Member state shall be notified of any special or time-limited price reduction.
- v. New prices must be on record fifteen (15) days prior to any offer of the new priced being proposed or offered to AEPA Member Agencies and Participating Entities.
- vi. Pricing for all items must be submitted to all affected AEPA Member Agencies in an electronic format so that specials can be posted to websites, emailed, and shared with Participating Entities/Buyers.

[Answer](#)[Archive](#)[Reject](#)**Question #12**

There are parts of the documents where it doesn't state to attach a form with more information. If it doesn't state can I still attach additional information on another form or can I only utilize your form? I can edit my form so it is included into the original document so you only have to review one document.

Jul 29, 2021 11:13:55 AM CDT
By: School Specialty - SSIuser

Answers

Refer to the Solicitation Checklist in Part E to ensure you include all required documents. A respondent may include additional information as they would like.

Aug 12, 2021 9:06:43 AM CDT
By: jeastes_aepa

[Answer](#)[Archive](#)[Reject](#)**Question #13**

Part F Pricing Schedules seems to be set up for a line item bid and not a discount bid. Please confirm if what we received is correct?

Jul 30, 2021 9:40:20 AM CDT
By: School Specialty - SSIuser

Answers

As stated in Part B, 2. Type of Bid, this is considered a catalog bid.

Aug 30, 2021 2:45:53 PM CDT
By: jeastes_aepa

[Answer](#)[Archive](#)[Reject](#)**Question #14**

Exhibit D Additional Discounts is this the same as the Hot List?

Jul 30, 2021 9:41:47 AM CDT
By: School Specialty - SSIuser

Answers

No, they are different. Exhibit D Additional Discounts are intended to be held for the term of the agreement.

Aug 12, 2021 9:07:28 AM CDT
By: jeastes_aepa

[Answer](#)[Archive](#)[Reject](#)**Question #15**

Exhibit C Warranties, Additional Services. Do you one document or each vendor I am submitting do you want one document per each vendor or can I edit all the warranty documents together? Additional Services documents can I edit with the warranty documents to make 1 or do you want them all separate? If you want them separate I will need to add onto the title so it is clear what is the attachment. Can I add on the title then?

Jul 30, 2021 9:47:20 AM CDT
By: School Specialty - SSIuser

Answers

A PDF document titled "Exhibit C - Warranties, Additional Services - Name of Responding Company" that contains all warranty and additional services documents is acceptable.

Aug 5, 2021 12:06:13 PM CDT
By: jeastes_aepa

[Answer](#)[Archive](#)[Reject](#)**Question #16**

Can you give me an example of grouping, category and descriptions for Part F Pricing schedule?

Jul 30, 2021 9:48:57 AM CDT
By: School Specialty - SSIuser

Answers

The below is intended to be an example and not a directive of how a respondent should complete Form F.
Discount Grouping: Classroom
Category: Tables
Product Description: Kidney shaped Laminated kidney table. Adj. Height. 48"x72"

Aug 5, 2021 12:05:47 PM CDT
By: jeastes_aepa

Answer

Archive
Reject

Question #17

Price List - Some of the vendors price list are in excel format with tabs at the bottom so I can convert to pdf which is requested. Can I submit some price list in excel format?

Jul 30, 2021 1:55:29 PM CDT
By: School Specialty - SSIuser

Answers

Price lists must be uploaded as a PDF.

Aug 4, 2021 6:26:03 PM CDT
By: jeastes_aepa

Answer

Archive
Reject

Question #18

Page 4 Part D - Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level. Can you provide more in detail of what you are asking? Are you asking about logistics?

Aug 5, 2021 1:16:04 PM CDT
By: School Specialty - SSIuser

Answers

Yes, AEPA would like a description of your process for delivering products and services to the end user. We are asking for an overview of your distribution system and ability to ensure product is delivered in a timely manner.

Aug 25, 2021 1:04:03 PM CDT
By: jeastes_aepa

Answer

Archive
Reject

Question #19

Part F Pricing Schedule - The file is set up as a Line Item Bid, however isn't this a Discount off of MSRP Bid where we just give discount off Manufacturers entire Product Offering without having to line item each Manufacturers product offering?

Aug 6, 2021 8:37:11 AM CDT
By: School Specialty - SSIuser

Answers

Part B defines the type of bid as catalog pricing. On Form F - F.2 Price Schedule, a respondent is asked to download the Net Effective Bid Price and respective information for items in the entire catalog. This is intended to give the committee a way to evaluate pricing from respondents; awards will not be done by line item.

Aug 25, 2021 1:05:10 PM CDT
By: jeastes_aepa

Answer

Archive
Reject

Question #20

Under the Disclosures Financial Health section, we are required to provide financial reports for 2018, 2019, and 2020. We were bought by another organization in 2020, do we need to provide financial reports for our old organization for the 2018 and 2019 years and then a combination of both companies for 2019 and 2020?

Aug 6, 2021 8:37:47 AM CDT
By: School Specialty - SSIuser

Answers

AEPA will accept the financial health disclosures from your old organization for 2018/19 and disclosures for your combined companies for 2019 and 2020.

Aug 17, 2021 12:09:56 PM CDT
By: jeastes_aepa

Answer

Archive
Reject

Question #21

Pricing Question - in the past AEPA bids, vendors submitted manufacturers' catalogs with discounts off the entire catalog. It appears on the current solicitation to require listing entire manufacturers line items for pricing. In that format there would be inherent gaps in the submission since there would be thousands of products based on numerous robust manufacturers offerings. Also distributors don't always have internal item numbers given the sheer volume of all manufacturer offerings.

Aug 12, 2021 10:40:21 AM CDT
By: School Specialty - SSIuser

In the current bid we assume that when listing the different manufacturers if we supply numerous line item examples of pricing per manufacturer then we would attach the rest of the manufacturer MSRP catalog that this would be a compliant submission

Answers

Respondents must upload items offered in the current catalog. As an important part of the bid process, AEPA requires a final price on all items to ensure we are able to make a thorough and fair evaluation. We understand that some manufacturers may not have a specific item number, but we do need pricing. If a manufacturer's line is in the process of changing, please upload all items that are currently available. Please note that AEPA expects the discounts to apply to the full catalog that falls within the scope of the bid after the award. We have a process in place to add new or changed items not included in the original response.

Aug 20, 2021 9:20:55 AM CDT
By: jeastes_aepa

Respondents must upload items offered in the current catalog. As an important part of the bid process, AEPA requires a final price on all items to ensure we are able to make a thorough and fair evaluation. We understand that some manufacturers may not have a specific item number, but we do need pricing. If a manufacturer's line is in the process of changing, please upload all items that are currently available. Please note that AEPA expects the discounts to apply to the full catalog that falls within the scope of the bid after the award. We have a process in place to add new or changed items not included in the original response.

Aug 20, 2021 9:22:06 AM CDT
By: jeastes_aepa

Answer

Archive
Reject

Question #22

Are we permitted to insert formulas on to determine the net effective price on the F.1 Price Schedule Workbook?

Aug 12, 2021 11:22:59 AM CDT
By: BioFit Engineered Products limited Partnership - biofit@ironfurnace.com

Answers

Yes. Respondents are allowed to insert formulas in Form F.

Aug 23, 2021 1:00:28 PM CDT
By: jeastes_aepa

Answer

Archive
Reject

Question #23

For manufacturers submitting a response. We have several catalogs with extensive price lists. Could we list our top selling items as examples on Price Schedule F.1 of the Discount Pricing Workbook and then attach the price lists and catalogs for the rest. Would that be a compliant submission?

Aug 12, 2021 11:31:21 AM CDT
By: BioFit Engineered Products limited Partnership - biofit@ironfurnace.com

Answers

On Form F - F.2 Price Schedule, we are asking a respondent to download the Net Effective Bid Price and respective information for items in the entire catalog. Listing only a few top selling items is not allowed.

Aug 30, 2021 2:14:46 PM CDT
By: jeastes_aepa

Archive

Answer

Reject

Question #24

The Administrative Fee Question in Part D. Please explain the difference between Option 1 and Option 2? If we are adding Installation as a separate line item is that Option 1?

Aug 16, 2021 9:18:55 AM CDT
By: School Specialty - SStuser

Answers

In the first option, the pricing does not include the administrative fee, or and shipping, handling, or other costs. In the second options, the administrative fee is included in the pricing, but shipping, handling and other costs are not. The only difference between options one and two is if the administrative fee is included in the base price, or not. If installation is a separate line item, it could be either option 1 or 2, since separate costs are added in each option.

Aug 30, 2021 2:44:16 PM CDT
By: jeastes_aepa

Archive

Reject

Answer

Question #25

With the current discount pricing workbook please identify how to show the best net effective bid price on tab F.2 as there no longer options for tiered discounts as on the previous spreadsheet?

Aug 17, 2021 11:51:48 AM CDT
By: BioFit Engineered Products limited Partnership - biofit@ironfurnace.com

Answers

Tiered discounts may be included on F.4 - Volume or Additional Discounts.

Aug 25, 2021 1:11:45 PM CDT
By: jeastes_aepa

Archive

Reject

Answer

Question #26

Tab F.1 Discount Pricing Workbook the Grouping of Discount column. Is there were we indicate our tier levels. Please give examples for each column for this entire tab.

Aug 17, 2021 11:58:01 AM CDT
By: BioFit Engineered Products limited Partnership - biofit@ironfurnace.com

Answers

An example is below.

Line 1

Grouping of Discount: Acme Manufacturing
Discount Offered for the Grouping: 25%
Comments:

Aug 30, 2021 2:14:04 PM CDT
By: jeastes_aepa

Line 2

Grouping of Discount: Jane Doe Company
Discount Offered for the Grouping: 55%
Comments: Additional Volume Discounts indicated on F.4

Archive

Reject

Answer

Question #27

Can you give an example of how to complete Tab F.2 Price Schedule of the discount pricing workbook.

Aug 17, 2021 12:01:06 PM CDT
By: BioFit Engineered Products limited Partnership - biofit@ironfurnace.com

Answers

An example is below:

Discount Grouping as identified on form F.1: Classroom
Product Category: Tables
Product Description: Kidney Activity Table, 36" x 72", Adjustable
Manufacturer: ACME
Manufacturer SKU: 8675309
Vendor SKU: 12345
Unit of Measure: 1
Catalog List Price: 600,00
Bid Discount Percentage: 25%
Net Effective Bid Price: \$450.00
Comments: Additional discounts listed on F.4

Aug 30, 2021 2:13:33 PM CDT
By: jeastes_aepa

Archive

Reject

Answer

Question #28

We have a base price list with separate pricing tabs for each option. Do we need to submit a separate price spreadsheet for each option?

Aug 17, 2021 12:07:28 PM CDT
By: BioFit Engineered Products limited Partnership - biofit@ironfurnace.com

Answers

Form F.1 must list the Grouping of Discounts as defined by the respondent. A respondent may choose to list all products on F.2 or submit a separate F.2 for each catalog as either tabs on the existing spreadsheet or separate spreadsheets.

Aug 23, 2021 12:57:05 PM CDT
By: jeastes_aepa

Archive

Reject

Answer

Question #29

Regarding a separate spreadsheet for each catalog. Do we just complete only the F.2 pricing schedule tab for each catalog or an entire pricing workbook?

Aug 17, 2021 12:10:58 PM CDT
By: BioFit Engineered Products limited Partnership - biofit@ironfurnace.com

Answers

F.2 Price Schedule can be completed for each catalog offered by the respondent. F.1 must be completed at least once and must list the Groupings of Discount offered by the respondents in the completed F.2 form.

Aug 25, 2021 11:59:33 AM CDT
By: jeastes_aepa

Archive

Reject

Answer

Question #30

Part B - Technical Specifications, Section 6, Item 6.1.4 - Per the wording in this item can manufactures hold this contract or only dealers?

Aug 20, 2021 9:43:34 AM CDT
By: AmTab Manufacturing Corporation - amtab60506

Answers

Manufacturers may submit a response to 022A- Furniture. Part B - Technical Specifications, Section 6, Item 6.1.4 outlines what is required of a dealer that submits a response.

Aug 30, 2021 2:12:55 PM CDT
By: jeastes_aepa

6.1.4. "Vendor Partners must be a manufacturer's authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer's approved channels. Products that result from new authorized sales and service dealer arrangements between the Vendor Partner and the manufacturer during the term of this contract may be added and offered through the AEPA contract."

Answer

Archive

Reject

Question #31

I have a Price List from a Vendor from 2020 and they state on the top to add 4% for current list price. In Pricing Schedule can my List Price for 2020 vendor list price plus 4%? It will not match the list price on the Pdf Price List Prices. The PDF Price List does state to add 4% on the list prices.

Aug 23, 2021 6:49:58 AM CDT
By: School Specialty - SSIuser

Answers

As long as the price submitted on the Excel pricing tabs matches the final amount on your current published price list, then the response the response is in compliance with the bid.

Aug 30, 2021 2:28:21 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #32

During the course of the bid when I receive update Price List from the vendors. Who do I submit the updated price list to?

Aug 23, 2021 3:11:59 PM CDT
By: School Specialty - SSIuser

Answers

Updated price lists are sent to the Category Committee Chairperson for review and approval by the committee.

Aug 25, 2021 11:56:20 AM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #33

The Price we provide on the Pricing Schedule, Is that price good until 2-28-23? Or if we get a New updated Price List from the vendors we can update new prices anytime during the contract?

Aug 24, 2021 8:38:06 AM CDT
By: School Specialty - SSIuser

Answers

As this is a catalog bid, prices may be updated throughout the contract period; discounts must be maintained. Pricing updates must be submitted to the Category Committee.

Aug 25, 2021 10:44:25 AM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #34

When a new Price List comes out from one of our Vendors during the contract. Will we have to submit a PDF of the MSRP Price List and excel sheet Pricing Schedule F.1 of the new List Prices too? Or will we be able to just submit a new MSRP Price List in PDF format?

Aug 24, 2021 8:41:08 AM CDT
By: School Specialty - SSIuser

Answers

After award, pricing changes must be submitted in an excel format showing the pricing, discounts, and the discounted pricing.

Aug 30, 2021 2:11:27 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #35

If the Price List for a vendor has different grade prices. Can we just provide the lowest grade in the F.1 Price Schedule or do we need to have all the grades prices on the excel sheet. We will have all the grades prices in the price list in the pdf format.

Aug 25, 2021 11:28:44 AM CDT
By: School Specialty - SSIuser

Answers

A vendor may choose which pricing grade to include on their response in F.1 Price schedule. Vendors are encouraged to use the comment cell to describe the grade.

Aug 30, 2021 2:10:56 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #36

As this a national contract, accessible to a variety of organizations to many states across the U.S., it is understood that shipping costs/charges are separate and are not included in the pricing, correct?

Aug 26, 2021 7:15:59 AM CDT
By: Alumni Classroom Furniture Inc. - AlumnicF01

Answers

Correct, shipping costs/charges should not be included in the pricing. Part B, 6.1.16 states: FOB Destination Freight Added to Invoice - vendor must quote shipping to agency prior to PO approval.

Aug 30, 2021 2:08:15 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #37

If as a manufacturer, can we add authorized resellers ad hoc, or at set periods of time throughout the contract lifespan?

Aug 26, 2021 7:17:51 AM CDT
By: Alumni Classroom Furniture Inc. - AlumnicF01

Answers

Manufacturers may add authorized resellers as needed. The request is sent to the Category Committee.

Aug 30, 2021 2:45:23 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #38

We were reviewing the documents, are restocking fee permissible?

Aug 26, 2021 3:49:49 PM CDT
By: School Specialty - SSIuser

Answers

Part A, Delivery Terms, Conditions, and Requirements state: Restocking Fees: A restocking fee may only be charged on products ordered and delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner. The Vendor Partner must identify, specify, and justify any exceptions or deviations taken.

Aug 30, 2021 2:07:04 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #39

For the furniture category, are vendors required to submit Contractor's Registration evidence "Public Works Contractor Registration Act" and a current Public Works Contractor Registration Certificate? Per Part C, page 43: The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all

Aug 26, 2021 4:44:05 PM CDT
By: LAKESHORE EQUIPMENT COMPANY DBA LAKESHORE LEARNING MATERIALS - LAKESHORE

listed subcontractors, prior to the award of contract. If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.

Answers

If a vendor is going to install furniture in the State of New Jersey, a current New Jersey Public Works Contractor Registration Certificate must be submitted with the response. The "bid shall be rejected as non-responsive" applies only to New Jersey's awarding of a contract.

Aug 30, 2021 2:06:43 PM CDT
By: jeastes_aepa

[Answer](#)

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From: [Public Purchase](#)
To: [Jane Eastes](#)
Cc: [Melissa Mattson](#); [Lisa Truax](#); [Tina Smith](#); [Dave Puyear](#); [Pickens, Andrew](#); [George Wilson](#); [Anna Marie Andrew](#); [tamra.hurst@email.sparcc.org](#); [Ed M Pabor](#); [Ken Swink](#)
Subject: [External]Addendum Release Successful on Bid IFB #022-A - Furniture
Date: Thursday, August 5, 2021 3:12:58 PM

Jane Eastes:

Bid "IFB #022-A - Furniture"
Status: Release Successful on Jul 20, 2021 1:30:48 PM MDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=145509>

If you have any questions regarding this bid, please contact our Customer Support Staff at agency-support@publicpurchase.com

Thank you for using Public Purchase.

MK= yJ4vgqNdq2D15hOCuNcAlg==

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**Bid IFB #022-A - Furniture
Addendum #1 - Addendum**

Information Deleted: Deleted
Information Added: Added

Bid Type **IFB**
 Bid Number **022-A**
 Title **Furniture**
 Start Date **Jul 20, 2021 2:30:48 PM CDT**
 End Date **Sep 14, 2021 12:30:00 PM CDT**
 Agency **Association of Educational Purchasing Agencies**
 Bid Contact **Jane Eastes**
 (000) 000-0000
 jeastes@icsc.org
 1001 E. Mount Faith Avenue
 Fergus Falls, MN 56537

Description

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 29) in the category of Furniture.

- Respond to request from a number of different types of educational, governmental and public institutions seeking a broad-line of furniture options and the necessary resources and capabilities to acquire, deliver and provide installation services to all participating member states
- These parts and supplies will include but are not limited to:
 - Ancillary Furniture: A comprehensive catalog selection for an agency's less-formal settings (lounges, in-between spaces, patios, etc.) including but not limited to: lounge chairs, coffee tables, side chairs, benches, sofas, end tables.
 - Technology Support/Audio-Visual: A comprehensive catalog selection for technology-based environments (classroom, meeting rooms, conference rooms, lounges, libraries).
 - Soft Seating: A comprehensive catalog selection for areas including, but not limited to, lounges, flexible learning spaces, reception.
 - Classroom: A comprehensive catalog selection including, but not limited to, case goods, desks, tables, seating/chairs (stacking, multiple and single use, flexible), accessories, vertical surface attachment panels and accessories, acoustical wall treatments, work surfaces.
 - Early Childhood/Pre-K: A comprehensive catalog selection including, but not limited to, case goods, desks, seating/chairs (stacking, multiple and single use, flexible).
 - Office: A comprehensive catalog selection including, but not limited to, case goods, tables (folding, fixed, mobile), desks, seating/chairs (stacking, multiple and single use, flexible), workstations.
 - Storage: A comprehensive catalog selection including, but not limited to, cabinets (stationary and mobile), filing systems (high-density, lateral, vertical), bookcases.
 - Special Furniture: A comprehensive catalog selection including but not limited to: Cafeteria; Science Laboratory; Art; Career and Technical Education; Music Furniture and Storage.
 - Library/Media Center: A comprehensive catalog selection.
 - Other
- Types of services may include, but are not limited to design and layout services, fabric and color design services, installation, and any other related products and services or solutions.

All products offered must be considered new, unused, of the latest design and technology and from the most current and popular furniture product lines available.

AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of furniture products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Respondents whose business concentrates on subset of categories as listed in 1.b.

Pre-Bid Conference

Date: Aug 12, 2021 10:00:00 AM CDT
 Location: Voluntary Pre-Bid Conference Call

Notes: AEPA will host a voluntary pre-bid conference call for any interested Respondents or potential Respondents. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Bid Conference Call Schedule (All Categories) - August 12, 2021

Solicitations	Eastern	Central	Mountain	Pacific
022-A Furniture	11:00 AM	10:00 AM	9:00 AM	8:00 AM
022-B Health & Wellness	11:30 AM	10:30 AM	9:30 AM	8:30 AM
022-C Institutional Kitchen Equipment	12:00 PM	11:00 AM	10:00 AM	9:00 AM
022-E LED Lighting	1:00 PM	12:00 PM	11:00 AM	10:00 AM
022-F Event Seating & Staging Solutions	1:30 PM	12:30 PM	11:30 AM	10:30 AM
022-G Technology	2:00 PM	1:00 PM	12:00 PM	11:00 AM

Conference Call Number/Online Connection:

<https://us02web.zoom.us/j/89655631428?pwd=Qno1L1cxcdHwNjZvZzErMzZmYWtyQT09>

Conference Call Code: g1QWHK

Dial In Information:

+1 312 626 6799
Meeting ID: 896 5563 1428
Passcode: 691841

No Attachments

Documents

Name	Posting Date	Acceptance
AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	Jul 19, 2021 1:41:49 PM CDT	Yes
AEPA 022-A Part B - Specifications - Furniture - Final.pdf	Jul 19, 2021 11:50:06 AM CDT	Yes
AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf	Jul 19, 2021 11:50:11 AM CDT	Yes
AEPA 022-A Part D - Questionnaire - Furniture - Final.docx	Jul 19, 2021 11:50:17 AM CDT	Yes
AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf	Jul 19, 2021 11:50:21 AM CDT	Yes
AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx	Jul 19, 2021 11:50:29 AM CDT	Yes
AEPA Vendor Quarterly Report Template.pdf	Jul 19, 2021 11:50:34 AM CDT	Yes
AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf	Aug 5, 2021 3:10:51 PM CDT	Yes

**Invitation for Bid
AEPA #022 - A
FURNITURE**

Part B – Technical Specifications

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1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 29) in the category of Furniture.

- a. Respond to request from a number of different types of educational, governmental and public institutions seeking a broad-line of furniture options and the necessary resources and capabilities to acquire, deliver and provide installation services to all participating member states
- b. These parts and supplies will include but are not limited to:
 - a. Ancillary Furniture: A comprehensive catalog selection for an agency’s less-formal settings (lounges, in-between spaces, patios, etc.) including but not limited to: lounge chairs, coffee tables, side chairs, benches, sofas, end tables.
 - b. Technology Support/Audio-Visual: A comprehensive catalog selection for technology based environments (classroom, meeting rooms, conference rooms, lounges, libraries).
 - c. Soft Seating: A comprehensive catalog selection for areas including, but not limited to, lounges, flexible learning spaces, reception.
 - d. Classroom: A comprehensive catalog selection including, but not limited to, case goods, desks, tables, seating/chairs (stacking, multiple and single use, flexible), accessories, vertical surface attachment panels and accessories, acoustical wall treatments, work surfaces.
 - e. Early Childhood/Pre-K: A comprehensive catalog selection including, but not limited to, case goods, desks, seating/chairs (stacking, multiple and single use, flexible).
 - f. Office: A comprehensive catalog selection including, but not limited to, case goods, tables (folding, fixed, mobile), desks, seating/chairs (stacking, multiple and single use, flexible), workstations.

- g. Storage: A comprehensive catalog selection including, but not limited to, cabinets (stationary and mobile), filing systems (high-density, lateral, vertical), bookcases.
 - h. Special Furniture: A comprehensive catalog selection including but not limited to: Cafeteria; Science Laboratory; Art; Career and Technical Education; Music Furniture and Storage.
 - i. Library/Media Center: A comprehensive catalog selection.
 - j. Other
- c. Types of services may include, but are not limited to design and layout services, fabric and color design services, installation, and any other related products and services or solutions.

All products offered must be considered new, unused, of the latest design and technology and from the most current and popular furniture product lines available.

AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of furniture products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Respondents whose business concentrates on subset of categories as listed in 1.b.

2. Type of Bid

AEPA requests Respondents to submit primary pricing in the form of either “catalog pricing,” or “line-item pricing.” This category is constructed in the form checked below. An explanation of each can be found in the table below. Additional information on permissible pricing strategies can be found in Part A – General Terms and Conditions under “Pricing.”

This bid is considered a:

YES	NO	TYPE OF BID
X		CATALOG: A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Respondent offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Respondent. See Pricing section for detailed information on Catalog Pricing.
	X	LINE ITEM: A line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product’s or solution’s cost is derived by the Vendor Partner specially prepared and providing a quote based on the project’s terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.

3. Anticipated AEPA Member Agency Participation

State	Participate?	Other States Member Sells In
California	Yes	AZ, NV
Colorado	Undecided	
Connecticut	Yes	ME, NH, NY, RI, VT
Florida	Yes	AL
Georgia	Yes	
Illinois	Yes	
Indiana	Yes	
Iowa	Yes	SD
Kansas	Yes	OK
Kentucky	Yes	AL, LA, MS, NC, TN
Massachusetts	Yes	

Michigan	Yes	
Minnesota	Yes	SD
Missouri	Yes	AR, LA, SD
Montana	yes	ID
Nebraska	Yes	
New Jersey	Yes	
New Mexico	Yes	
North Dakota	Yes	
Ohio	Yes	
Oregon	Yes	
Pennsylvania	Yes	DE, HA, MD, NY
South Carolina	Yes	NC
Texas	Yes	
Virginia	Yes	
Washington	Yes	AK, ID
West Virginia	Yes	
Wisconsin	Yes	
Wyoming	Yes	SD,UT

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Vendor Partner. Each AEPA Member Agency will make that determination after reviewing Vendor Partner responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

4. Anticipated Volume

022-A Furniture is a currently held category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately \$10,000,000 million in sales in the first contract term. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). This information is provided as an aid to Respondents in preparing responses only. It is not to be considered a guarantee of volume under this IFB. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

5. Voluntary Pre-Bid Conference Call

AEPA will host a voluntary pre-bid conference call for any interested Respondents or potential Respondents. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Bid Conference Call Schedule (All Categories) – August 12, 2021

Solicitations	Eastern	Central	Mountain	Pacific
022-A Furniture	11:00 AM	10:00 AM	9:00 AM	8:00 AM
022-B Health & Wellness	11:30 AM	10:30 AM	9:30 AM	8:30 AM
022-C Institutional Kitchen Equipment	12:00 PM	11:00 AM	10:00 AM	9:00 AM
022-E LED Lighting	1:00 PM	12:00 PM	11:00 AM	10:00 AM
022-F Event Seating & Staging Solutions	1:30 PM	12:30 PM	11:30 AM	10:30 AM
022-G Technology	2:00 PM	1:00 PM	12:00 PM	11:00 AM

Conference Call Number/Online Connection:<https://us02web.zoom.us/j/89655631428?pwd=Qno1L1cxXDhwNjZvZzErMzZmYWtyQT09>**Conference Call Code:** g1QWHk**Dial In Information:**

+1 312 626 6799

Meeting ID: 896 5563 1428**Passcode:** 691841**6. Standard Specifications**

Item	Description
6.1.1.	The Vendor Partner will have access to a full inventory of the awarded product line.
6.1.2.	The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.
6.1.3.	Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Vendor Partner will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.
6.1.4.	Vendor Partners must be a manufacturer's authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer's approved channels. Products that result from new authorized sales and service dealer arrangements between the Vendor Partner and the manufacturer during the term of this contract may be added and offered through the AEPA contract.
6.1.5.	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.
6.1.6.	If the Vendor Partner intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Vendor Partner must identify all providers and any and all associated costs with these providers.
6.1.7.	Optional services must be identified separately, and must include clear descriptions of proposed services.
6.1.8.	Vendor Partners must be able to supply paper or digital catalogs where requested. The catalog shall have a cover label indicating that the catalog's contents are available through the participating Member Agency and the AEPA contract. The label shall identify the agency's contract number, discount level(s) and any special ordering instructions.
6.1.9.	Packing slips shall accompany all deliveries and shall contain Buyer's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.
6.1.10.	Orders not filled and partials shall be indicated on the packing list. Vendor Partner shall inform member of anticipated availability date for unfilled and partial orders.
6.1.11.	All products sold by the Vendor Partner must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested. Vendor Partner may offer reconditioned products as a Voluntary Alternate; such items shall be marketed and labeled as being reconditioned.
6.1.12.	Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and on the web site (if applicable).
6.1.13.	Vendor Partner has the option to offer private label products. Vendor Partner shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.
6.1.14.	If the Vendor Partner makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Vendor Partner agrees to pay for cost of any returned product due to a pricing error.

Item	Description
6.1.15.	Vendor Partner shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.
6.1.16.	FOB Destination Freight Added to Invoice - vendor must quote shipping to agency prior to PO approval.

7. Product | Category Specific Specifications

Item	Description
7.1.1.	Products shall meet or exceed all appropriate established codes and standards regarding durability, performance, and life safety including warning labels, safety devices, guards, etc., required to meet fire codes and safety standards recognized and established by state agencies, federal agencies, industry, councils or organizations.
7.1.2.	All products, supplies, parts, and related accessories must be new, and not have been previously used, and must be current and actively marketed products by the manufacturer's authorized dealers. The above must conform to manufacturer specifications and shall be of new manufacture and in current standard production.
7.1.3.	Offer a selection of standard products with a variety of options of finishes and materials and an extensive line of accessories and options to enhance the products and services offered.
7.1.4.	Provide product specification sheets and installation directions with all products, supplies and related accessories.
7.1.5.	Notify AEPA and its participating agencies immediately of any equipment or product recalls. The vendor will issue a credit or comparable substitute for any delivered, recalled product at the participating agencies' discretion. All costs associated with voluntary and involuntary equipment and product recalls shall be borne by the vendor
7.1.6.	All deliveries must occur during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Respondent.
7.1.7.	Respondents will be expected to process and ship orders to various destinations. Each order shall be delivered based upon the needs of the participating agency. Delivery shall be made in accordance with the instructions from each participating agency.
7.1.8.	Participating agencies shall be relieved from risks or loss or damage to all equipment purchased or leased during shipment prior to equipment receipt and/or installation at the agencies' designated location. Participating agencies will be responsible for risks of loss or damage to the equipment once it has been delivered/installed and accepted by the agencies' representative. Respondents shall demonstrate they have informed the customers of this responsibility prior to order placement. The Respondent will pay return shipping and give full credit on any defective product within 30 business days. All products must be 100% guaranteed.
7.1.9.	Invoice all items directly to participating agencies.
7.1.10.	Respondent must be able to provide detailed and specific information regarding product specifications including at minimum: <p>Product Material: Description of the materials that make up the legs, support brackets, bins, seat, ergonomic details, grommets, drawers, mechanisms, casters, fabric, and any other facet of the products general composition.</p> <p>Product Measurables: Description of the furniture's: height, weight, adjustable height, surface areas, shipping size, and packaged weight.</p> <p>Product Options: Please indicate all of the options that are available for each product category in your catalog such as: type of surface, finish, size, seat count, additional features, or varied materials within the same product line.</p> <p>Environmental Features: Description of recycled content</p>

Design Layout and/or Installation Services (Response is OPTIONAL)

Item	Description
7.2.1.	Pricing for design layout and/or installation is either by hourly rate or percentage of project cost. The Respondent must outline the option that applies to their response in Part F – Discount & Pricing. If the Respondent charges for installation by a method other than hourly or percentage, a

Item	Description
	complete explanation and breakdown of how charges are calculated must be included with the proposal.
7.2.2.	Possession of and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance, design, delivery and installation of any and all products and services in response to this solicitation. A Respondent must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested.
7.2.3.	Possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased and installed. Product shall be installed by certified manufacturer installers.
7.2.4.	Installation times must be coordinated with the purchasing agency. All areas will be kept clean and free of debris. All packing materials and debris must be removed from the premises and properly disposed of at vendor's expense. The Respondent shall also be responsible for the cost of repairing any damage to existing work that is caused by them during the installation of their equipment. The Respondent must provide the purchasing agency with a list of participating agency required responsibilities for installation, prior to the start of installation.
7.2.5.	All personnel that are working in participating agencies' must be bonded and insured and follow any and all participating agencies' requirements for contractors and subcontractors.
7.2.6.	<p>Use of Subcontractors.</p> <ul style="list-style-type: none"> a. The Respondent is responsible for ensuring that all subcontractors who provide goods or services under this contract comply with the terms and conditions of the contract. b. A participating agency reserves the right to require that a subcontractor be removed from the contract. <p>Any damage done to the purchasing agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the purchasing agency.</p>
7.2.7.	All services must be 100% guaranteed. Any service provided, which does not meet the end users' expectations must either be redone until the end users' expectations are met, or the charges for the services are refunded to the end user.
7.2.8.	Installed furniture shall be placed, leveled and accurately fastened into place according to manufacturer's specifications. Vendors are responsible for obtaining dimensions via field measurements and other such data that may be required to assure exact fita .

8. Pricing

AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The Respondent must provide their pricing as requested utilizing the various pricing methodologies specified. **The Respondent/Vendor Partner must agree that they will offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume.** Please note the following that relate to pricing:

1. **Primary Pricing Strategies:** All Respondents will be required to submit "Primary Pricing" in the form of "Catalog Pricing" as defined in Part B. Respondents are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".
 - a. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Respondent offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Respondent.
 - i. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Respondents shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Respondent shall agree that there will be

no reduction in discount(s) during the term of the contract.

- ii. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
 - iii. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.
2. **Secondary Pricing Methods** Respondents are required to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:
- a. **Customized Price List:** Respondents are required to offer customized price lists to Participating Entities for items within the Respondent's Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line Item Bids). Customized price lists shall be allowed under the following conditions:
 - i. Items within the Vendor Partner's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
 - ii. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
 - iii. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
 - iv. Items may not include special order or customized service products unless agreed to by the Vendor Partner.
 - b. **Short Term Pricing Reductions/Incentives and Regional Promotions:** Respondents are invited, at their option, to offer a selection of products/services at greater discounts than those listed in the standard catalog or core list discounts. Special time-limited reductions are permissible under the following conditions:
 - i. The price reduction is for a specific period, no less than thirty (30) days.
 - ii. The reduction/incentive may be used to discount and liquidate close-out and discounted products/services if those items are clearly labeled as such.
 - iii. The original price for products/services is not exceeded after the time limit.
 - iv. The AEPA Category Committee and any affected AEPA Member state shall be notified of any special or time-limited price reduction.
 - v. New prices must be on record fifteen (15) days prior to any offer of the new priced being proposed or offered to AEPA Member Agencies and Participating Entities.
 - vi. Pricing for all items must be submitted to all affected AEPA Member Agencies in an electronic format so that specials can be posted to websites, emailed, and shared with Participating Entities/Buyers.
 - c. **Volume Price Discounts:** Respondents are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one time purchase, or annual spend), i.e. local city, county, school district(s), etc. and/or for large one time purchases. Additional volume price discounts are permissible under the following conditions: Discounts should be tiered and based on spend ranges as established by the Respondent on the Pricing Forms. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.

3. Part F - Pricing Workbook

- a. This bid category does not have a Core Item List.
- b. Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tables to be completed as follows:
 - i. F.1 – Price Schedule (Required)
 - ii. F.2 – Services Price Schedule (Optional)
 - iii. F.3 – Volume Discounts (Optional)

9. Evaluation

The AEPA Committee for this category will evaluate bid responses based on the entire response, and according to the criteria detailed in Part A for AEPA’s definition of Responsive and Responsible bids. A recommendation may be made to recommend a single response, or to recommend multiple Respondents based on differentiation of product or service between Respondents. AEPA will vote as a whole to accept or not accept a committee’s recommendation. Once accepted, each recommended bid response will go to the individual states for contract approval. Please note, pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members’ needs.

Below is a summary taken from the Evaluation section in Part A, F. Bid Evaluation, Approval and Award:

Evaluation Criteria
Cost Evaluation
Complete Response to Bid
Conformance to Bid Terms and Conditions
Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives With Equal or Lesser Volume
Quality and Suitability of Products Offered
Marketing Plan
Financial Viability
Demonstrated Track Record of Performance in the Public Marketplace
Value Added attributes

From: [Public Purchase](#)
To: [Jane Eastes](#)
Cc: [Melissa Mattson](#); [Lisa Truax](#); [Tina Smith](#); [Dave Puyear](#); [Pickens, Andrew](#); [George Wilson](#); [Anna Marie Andrew](#); tamra.hurst@email.sparcc.org; [Ed M Pabor](#); [Ken Swink](#)
Subject: [External]Addendum Release Successful on Bid IFB #022-A - Furniture
Date: Monday, August 16, 2021 11:01:53 AM

Jane Eastes:

Bid "IFB #022-A - Furniture"
Status: Release Successful on Jul 20, 2021 1:30:48 PM MDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=145509>

If you have any questions regarding this bid, please contact our Customer Support Staff at agency-support@publicpurchase.com

Thank you for using Public Purchase.

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Bid IFB #022-A - Furniture
Addendum #2 - Addendum**

Information Deleted: Deleted
Information Added: Added

Bid Type **IFB**
 Bid Number **022-A**
 Title **Furniture**
 Start Date **Jul 20, 2021 2:30:48 PM CDT**
 End Date **Sep 14, 2021 12:30:00 PM CDT**
 Agency **Association of Educational Purchasing Agencies**
 Bid Contact **Jane Eastes**
 (000) 000-0000
 jeastes@lcsc.org
 1001 E. Mount Faith Avenue
 Fergus Falls, MN 56537

Description

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 29) in the category of Furniture.

- Respond to request from a number of different types of educational, governmental and public institutions seeking a broad-line of furniture options and the necessary resources and capabilities to acquire, deliver and provide installation services to all participating member states
- These parts and supplies will include but are not limited to:
 - Ancillary Furniture: A comprehensive catalog selection for an agency's less-formal settings (lounges, in-between spaces, patios, etc.) including but not limited to: lounge chairs, coffee tables, side chairs, benches, sofas, end tables.
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Pre-Bid Conference

Date: Aug 12, 2021 10:00:00 AM CDT
 Location: Voluntary Pre-Bid Conference Call
 Notes: AEPA will host a voluntary pre-bid conference call for any interested Respondents or potential Respondents. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.

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<https://us02web.zoom.us/j/89655631428?pwd=Qno1L1cxcdHwNjZvZzErMzZmYWtyQT09>
Conference Call Code: g1QWHK

Dial In Information:
 +1 312 626 6799
Meeting ID: 896 5563 1428
Passcode: 691841

No Attachments

Documents

Name	Posting Date	Acceptance
AEPA 022-A Part A - Terms and Conditions - Furniture -	Jul 19, 2021 1:41:49 PM CDT	Yes
AEPA 022-A Part C - Member Agency (State) Terms and	Jul 19, 2021 11:50:11 AM CDT	Yes
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1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 29) in the category of Furniture.

- a. Respond to request from a number of different types of educational, governmental and public institutions seeking a broad-line of furniture options and the necessary resources and capabilities to acquire, deliver and provide installation services to all participating member states
- b. These parts and supplies will include but are not limited to:
 - a. Ancillary Furniture: A comprehensive catalog selection for an agency’s less-formal settings (lounges, in-between spaces, patios, etc.) including but not limited to: lounge chairs, coffee tables, side chairs, benches, sofas, end tables.
 - b. Technology Support/Audio-Visual: A comprehensive catalog selection for technology based environments (classroom, meeting rooms, conference rooms, lounges, libraries).
 - c. Soft Seating: A comprehensive catalog selection for areas including, but not limited to, lounges, flexible learning spaces, reception.
 - d. Classroom: A comprehensive catalog selection including, but not limited to, case goods, desks, tables, seating/chairs (stacking, multiple and single use, flexible), accessories, vertical surface attachment panels and accessories, acoustical wall treatments, work surfaces.
 - e. Early Childhood/Pre-K: A comprehensive catalog selection including, but not limited to, case goods, desks, seating/chairs (stacking, multiple and single use, flexible).
 - f. Office: A comprehensive catalog selection including, but not limited to, case goods, tables (folding, fixed, mobile), desks, seating/chairs (stacking, multiple and single use, flexible), workstations.

- g. Storage: A comprehensive catalog selection including, but not limited to, cabinets (stationary and mobile), filing systems (high-density, lateral, vertical), bookcases.
 - h. Special Furniture: A comprehensive catalog selection including but not limited to: Cafeteria; Science Laboratory; Art; Career and Technical Education; Music Furniture and Storage.
 - i. Library/Media Center: A comprehensive catalog selection.
 - j. Other
- c. Types of services may include, but are not limited to design and layout services, fabric and color design services, installation, and any other related products and services or solutions.

All products offered must be considered new, unused, of the latest design and technology and from the most current and popular furniture product lines available.

AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of furniture products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Respondents whose business concentrates on subset of categories as listed in 1.b.

2. Type of Bid

AEPA requests Respondents to submit primary pricing in the form of either “catalog pricing,” or “line-item pricing.” This category is constructed in the form checked below. An explanation of each can be found in the table below. Additional information on permissible pricing strategies can be found in Part A – General Terms and Conditions under “Pricing.”

This bid is considered a:

YES	NO	TYPE OF BID
X		CATALOG: A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Respondent offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Respondent. See Pricing section for detailed information on Catalog Pricing.
	X	LINE ITEM: A line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product’s or solution’s cost is derived by the Vendor Partner specially prepared and providing a quote based on the project’s terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.

3. Anticipated AEPA Member Agency Participation

State	Participate?	Other States Member Sells In
California	Yes	AZ, NV
Colorado	Undecided	
Connecticut	Yes	ME, NH, NY, RI, VT
Florida	Yes	AL
Georgia	Yes	
Illinois	Yes	
Indiana	Yes	
Iowa	Yes	SD
Kansas	Yes	OK
Kentucky	Yes	AL, LA, MS, NC, TN
Massachusetts	Yes	

Michigan	Yes	
Minnesota	Yes	SD
Missouri	Yes	AR, LA, SD
Montana	yes	ID
Nebraska	Yes	
New Jersey	Yes	
New Mexico	Yes	
North Dakota	Yes	
Ohio	Yes	
Oregon	Yes	
Pennsylvania	Yes	DE, HA, MD, NY
South Carolina	Yes	NC
Texas	Yes	
Virginia	Yes	
Washington	Yes	AK, ID
West Virginia	Yes	
Wisconsin	Yes	
Wyoming	Yes	SD,UT

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Vendor Partner. Each AEPA Member Agency will make that determination after reviewing Vendor Partner responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

4. Anticipated Volume

022-A Furniture is a currently held category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately \$10,000,000 million in sales in the first contract term. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). This information is provided as an aid to Respondents in preparing responses only. It is not to be considered a guarantee of volume under this IFB. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

5. Voluntary Pre-Bid Conference Call

AEPA will host a voluntary pre-bid conference call for any interested Respondents or potential Respondents. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Bid Conference Call Schedule (All Categories) – August 12, 2021

Solicitations	Eastern	Central	Mountain	Pacific
022-A Furniture	11:00 AM	10:00 AM	9:00 AM	8:00 AM
022-B Health & Wellness	11:30 AM	10:30 AM	9:30 AM	8:30 AM
022-C Institutional Kitchen Equipment	12:00 PM	11:00 AM	10:00 AM	9:00 AM
022-E LED Lighting	1:00 PM	12:00 PM	11:00 AM	10:00 AM
022-F Event Seating & Staging Solutions	1:30 PM	12:30 PM	11:30 AM	10:30 AM
022-G Technology	2:00 PM	1:00 PM	12:00 PM	11:00 AM

Conference Call Number/Online Connection:<https://us02web.zoom.us/j/89655631428?pwd=Qno1L1cxuDhwNjZvZzErMzZmYWtyQT09>**Conference Call Code:** g1QWHk**Dial In Information:**

+1 312 626 6799

Meeting ID: 896 5563 1428**Passcode:** 691841**6. Standard Specifications**

Item	Description
6.1.1.	The Vendor Partner will have access to a full inventory of the awarded product line.
6.1.2.	The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.
6.1.3.	Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Vendor Partner will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.
6.1.4.	Vendor Partners must be a manufacturer's authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer's approved channels. Products that result from new authorized sales and service dealer arrangements between the Vendor Partner and the manufacturer during the term of this contract may be added and offered through the AEPA contract.
6.1.5.	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.
6.1.6.	If the Vendor Partner intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Vendor Partner must identify all providers and any and all associated costs with these providers.
6.1.7.	Optional services must be identified separately, and must include clear descriptions of proposed services.
6.1.8.	Vendor Partners must be able to supply paper or digital catalogs where requested. The catalog shall have a cover label indicating that the catalog's contents are available through the participating Member Agency and the AEPA contract. The label shall identify the agency's contract number, discount level(s) and any special ordering instructions.
6.1.9.	Packing slips shall accompany all deliveries and shall contain Buyer's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.
6.1.10.	Orders not filled and partials shall be indicated on the packing list. Vendor Partner shall inform member of anticipated availability date for unfilled and partial orders.
6.1.11.	All products sold by the Vendor Partner must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested. Vendor Partner may offer reconditioned products as a Voluntary Alternate; such items shall be marketed and labeled as being reconditioned.
6.1.12.	Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and on the web site (if applicable).
6.1.13.	Vendor Partner has the option to offer private label products. Vendor Partner shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.
6.1.14.	If the Vendor Partner makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Vendor Partner agrees to pay for cost of any returned product due to a pricing error.

Item	Description
6.1.15.	Vendor Partner shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.
6.1.16.	FOB Destination Freight Added to Invoice - vendor must quote shipping to agency prior to PO approval.

7. Product | Category Specific Specifications

Item	Description
7.1.1.	Products shall meet or exceed all appropriate established codes and standards regarding durability, performance, and life safety including warning labels, safety devices, guards, etc., required to meet fire codes and safety standards recognized and established by state agencies, federal agencies, industry, councils or organizations.
7.1.2.	All products, supplies, parts, and related accessories must be new, and not have been previously used, and must be current and actively marketed products by the manufacturer's authorized dealers. The above must conform to manufacturer specifications and shall be of new manufacture and in current standard production.
7.1.3.	Offer a selection of standard products with a variety of options of finishes and materials and an extensive line of accessories and options to enhance the products and services offered.
7.1.4.	Provide product specification sheets and installation directions with all products, supplies and related accessories.
7.1.5.	Notify AEPA and its participating agencies immediately of any equipment or product recalls. The vendor will issue a credit or comparable substitute for any delivered, recalled product at the participating agencies' discretion. All costs associated with voluntary and involuntary equipment and product recalls shall be borne by the vendor
7.1.6.	All deliveries must occur during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Respondent.
7.1.7.	Respondents will be expected to process and ship orders to various destinations. Each order shall be delivered based upon the needs of the participating agency. Delivery shall be made in accordance with the instructions from each participating agency.
7.1.8.	Participating agencies shall be relieved from risks or loss or damage to all equipment purchased or leased during shipment prior to equipment receipt and/or installation at the agencies' designated location. Participating agencies will be responsible for risks of loss or damage to the equipment once it has been delivered/installed and accepted by the agencies' representative. Respondents shall demonstrate they have informed the customers of this responsibility prior to order placement. The Respondent will pay return shipping and give full credit on any defective product within 30 business days. All products must be 100% guaranteed.
7.1.9.	Invoice all items directly to participating agencies.
7.1.10.	Respondent must be able to provide detailed and specific information regarding product specifications including at minimum: <p>Product Material: Description of the materials that make up the legs, support brackets, bins, seat, ergonomic details, grommets, drawers, mechanisms, casters, fabric, and any other facet of the products general composition.</p> <p>Product Measurables: Description of the furniture's: height, weight, adjustable height, surface areas, shipping size, and packaged weight.</p> <p>Product Options: Please indicate all of the options that are available for each product category in your catalog such as: type of surface, finish, size, seat count, additional features, or varied materials within the same product line.</p> <p>Environmental Features: Description of recycled content</p>

Design Layout and/or Installation Services (Response is OPTIONAL)

Item	Description
7.2.1.	Pricing for design layout and/or installation is either by hourly rate or percentage of project cost. The Respondent must outline the option that applies to their response in Part F – Discount & Pricing. If the Respondent charges for installation by a method other than hourly or percentage, a

Item	Description
	complete explanation and breakdown of how charges are calculated must be included with the proposal.
7.2.2.	Possession of and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance, design, delivery and installation of any and all products and services in response to this solicitation. A Respondent must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested.
7.2.3.	Possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased and installed. Product shall be installed by certified manufacturer installers.
7.2.4.	Installation times must be coordinated with the purchasing agency. All areas will be kept clean and free of debris. All packing materials and debris must be removed from the premises and properly disposed of at vendor's expense. The Respondent shall also be responsible for the cost of repairing any damage to existing work that is caused by them during the installation of their equipment. The Respondent must provide the purchasing agency with a list of participating agency required responsibilities for installation, prior to the start of installation.
7.2.5.	All personnel that are working in participating agencies' must be bonded and insured and follow any and all participating agencies' requirements for contractors and subcontractors.
7.2.6.	<p>Use of Subcontractors.</p> <ul style="list-style-type: none"> a. The Respondent is responsible for ensuring that all subcontractors who provide goods or services under this contract comply with the terms and conditions of the contract. b. A participating agency reserves the right to require that a subcontractor be removed from the contract. <p>Any damage done to the purchasing agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the purchasing agency.</p>
7.2.7.	All services must be 100% guaranteed. Any service provided, which does not meet the end users' expectations must either be redone until the end users' expectations are met, or the charges for the services are refunded to the end user.
7.2.8.	Installed furniture shall be placed, leveled and accurately fastened into place according to manufacturer's specifications. Vendors are responsible for obtaining dimensions via field measurements and other such data that may be required to assure exact fita .

8. Pricing

AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The Respondent must provide their pricing as requested utilizing the various pricing methodologies specified. **The Respondent/Vendor Partner must agree that they will offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume.** Please note the following that relate to pricing:

1. **Primary Pricing Strategies:** All Respondents will be required to submit "Primary Pricing" in the form of "Catalog Pricing" as defined in Part B. Respondents are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".
 - a. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Respondent offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Respondent.
 - i. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Respondents shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Respondent shall agree that there will be

no reduction in discount(s) during the term of the contract.

- ii. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
 - iii. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.
2. **Secondary Pricing Methods** Respondents are required to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:
- a. **Customized Price List:** Respondents are required to offer customized price lists to Participating Entities for items within the Respondent's Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line Item Bids). Customized price lists shall be allowed under the following conditions:
 - i. Items within the Vendor Partner's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
 - ii. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
 - iii. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
 - iv. Items may not include special order or customized service products unless agreed to by the Vendor Partner.
 - b. **Short Term Pricing Reductions/Incentives and Regional Promotions:** Respondents are invited, at their option, to offer a selection of products/services at greater discounts than those listed in the standard catalog or core list discounts. Special time-limited reductions are permissible under the following conditions:
 - i. The price reduction is for a specific period, no less than thirty (30) days.
 - ii. The reduction/incentive may be used to discount and liquidate close-out and discounted products/services if those items are clearly labeled as such.
 - iii. The original price for products/services is not exceeded after the time limit.
 - iv. The AEPA Category Committee and any affected AEPA Member state shall be notified of any special or time-limited price reduction.
 - v. New prices must be on record fifteen (15) days prior to any offer of the new priced being proposed or offered to AEPA Member Agencies and Participating Entities.
 - vi. Pricing for all items must be submitted to all affected AEPA Member Agencies in an electronic format so that specials can be posted to websites, emailed, and shared with Participating Entities/Buyers.
 - c. **Volume Price Discounts:** Respondents are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one time purchase, or annual spend), i.e. local city, county, school district(s), etc. and/or for large one time purchases. Additional volume price discounts are permissible under the following conditions: Discounts should be tiered and based on spend ranges as established by the Respondent on the Pricing Forms. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.

3. Part F - Pricing Workbook

- a. This bid category does not have a Core Item List.
- b. Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tables to be completed as follows:
 - i. F.1 – Catalog Discounts (Required)
 - ii. F.2 - Price Schedule (Required)
 - iii. F.3 – Services Price Schedule (Optional)
 - iv. F.4 – Volume or Additional Discounts (Optional)

9. Evaluation

The AEPA Committee for this category will evaluate bid responses based on the entire response, and according to the criteria detailed in Part A for AEPA’s definition of Responsive and Responsible bids. A recommendation may be made to recommend a single response, or to recommend multiple Respondents based on differentiation of product or service between Respondents. AEPA will vote as a whole to accept or not accept a committee’s recommendation. Once accepted, each recommended bid response will go to the individual states for contract approval. Please note, pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members’ needs.

Below is a summary taken from the Evaluation section in Part A, F. Bid Evaluation, Approval and Award:

Evaluation Criteria
Cost Evaluation
Complete Response to Bid
Conformance to Bid Terms and Conditions
Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives With Equal or Lesser Volume
Quality and Suitability of Products Offered
Marketing Plan
Financial Viability
Demonstrated Track Record of Performance in the Public Marketplace
Value Added attributes



Part F.1 - Catalog Discount for Items in a Commercially Available Catalog

AEPA #022-F Furniture

Bidding Company Name: *Enter company name here*

Name of Catalog: *Enter catalog name here*
 (This must be the catalog in effect as of the bid date)

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1			
2			
3			
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Part F.2 - Price Schedule AEPA #022-A Furniture

INSTRUCTIONS: Download the Net Effective Bid Price and respective information for items in the entire catalog.
 Use a separate spreadsheet for each catalog.
 Please be sure to set the 'Print Area' PRIOR to submitting your bid response.

NOTE: The Net Effective Price MUST be consistent with the percentage discounts listed on the F.1 tab. Failure to have price correspond may be cause for rejection of your offer.

Part F.2 is a REQUIRED FORM

Bidding Company Name: <i>Enter company name here</i>		Catalog Name: <i>Enter catalog name here</i>											
No.	Discount Grouping as identified on form F.1	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.	
1												1	
2												2	
3												3	
4												4	
5												5	
6												6	
7												7	
8												8	
9												9	
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52												52	



Association of Educational
PURCHASING AGENCIES

Part F.3 – Services Price Schedule

AEPA #022-A Furniture

Bidding Company Name:

Enter company name here

NOTE: If your company provides any of the services listed below, please complete the price schedule.

Part F.3 is an OPTIONAL FORM

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Installation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

*Please detail additional discounts on large projects.

From: [Public Purchase](#)
To: [Lisa Truax](#)
Subject: [External]Public Purchase - IFB #022-A - Furniture Closed Notification
Date: Tuesday, September 14, 2021 12:30:11 PM

Lisa Truax:

The bid IFB #022-A - Furniture has closed on Sep 14, 2021 11:30:00 AM MDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=145509>

Thank you for using Public Purchase.

MK= 59kIDY/gxZRL35GQtmcoFA==

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Notifications Report

**Agency
Bid Number
Bid Title**

**Association of Educational Purchasing Agencies
145509
Furniture**

Vendor Name	State	Invitation	Date	Email	Reason
3 Oaks Resource Group International	TX	Classification	2021-07-20 14:40:46	icaswell@3oaksgroup.com	Bid Notification
3 Oaks Resource Group International	TX	Classification	2021-08-12 08:05:02	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-12 08:06:10	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-12 08:06:44	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-12 08:07:28	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-12 08:13:32	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-16 10:15:00	icaswell@3oaksgroup.com	Addendum Notification
3 Oaks Resource Group International	TX	Classification	2021-08-17 11:09:57	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-17 11:22:29	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-20 08:20:56	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-20 08:22:07	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-23 11:57:06	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-23 12:00:29	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-25 09:44:25	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-25 10:56:21	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-25 10:59:34	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-25 11:47:24	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-25 11:52:09	icaswell@3oaksgroup.com	Bid Answer Archived For All
3 Oaks Resource Group International	TX	Classification	2021-08-25 12:04:03	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-25 12:05:11	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-25 12:11:46	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-30 13:06:44	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-30 13:07:05	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-30 13:08:15	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-30 13:10:56	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-30 13:11:28	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-30 13:12:56	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-30 13:13:33	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-30 13:14:04	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-30 13:14:46	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-30 13:28:22	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-30 13:44:16	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-30 13:45:24	icaswell@3oaksgroup.com	Bid Answer
3 Oaks Resource Group International	TX	Classification	2021-08-30 13:45:54	icaswell@3oaksgroup.com	Bid Answer
9Fifteen Solutions	TX	Classification	2021-07-20 14:40:46	michele.klumb@smartstanding	Bid Notification
Aarco Products, Inc.	NY	Classification	2021-07-20 14:40:46	info@buyaarco.com	Bid Notification
Aarco Products, Inc.	NY	Classification	2021-08-17 11:09:57	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-17 11:22:29	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-20 08:20:56	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-20 08:22:07	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-23 11:57:06	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-23 12:00:29	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-25 09:44:25	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-25 10:56:21	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-25 10:59:34	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-25 11:47:24	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-25 11:52:09	info@buyaarco.com	Bid Answer Archived For All
Aarco Products, Inc.	NY	Classification	2021-08-25 12:04:03	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-25 12:05:11	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-25 12:11:46	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-30 13:06:44	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-30 13:07:05	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-30 13:08:15	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-30 13:10:56	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-30 13:11:28	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-30 13:12:56	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-30 13:13:33	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-30 13:14:04	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-30 13:14:46	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-30 13:28:22	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-30 13:44:16	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-30 13:45:24	info@buyaarco.com	Bid Answer
Aarco Products, Inc.	NY	Classification	2021-08-30 13:45:54	info@buyaarco.com	Bid Answer
Aaron's Business Solutions	WV	Classification	2021-07-20 14:40:46	jennifer.hamden@aaronsprou	Bid Notification
Agati, Inc.	IL	Self Invited	2021-07-27 14:56:33	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-04 17:21:16	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-04 17:22:15	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-04 17:22:58	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-04 17:24:04	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-04 17:25:22	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-04 17:26:04	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-05 11:05:48	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-05 11:06:14	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-05 11:09:33	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-05 11:18:48	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-05 14:29:00	nhawkins@agati.com	Addendum Notification
Agati, Inc.	IL	Self Invited	2021-08-12 08:05:02	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-12 08:06:10	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-12 08:06:44	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-12 08:07:28	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-12 08:13:32	nhawkins@agati.com	Bid Answer
Agati, Inc.	IL	Self Invited	2021-08-16 10:15:00	nhawkins@agati.com	Addendum Notification

AmTab Manufacturing Corporation	IL	Classification	2021-08-30 13:14:04	contractteam@amtab.com	Bid Answer
AmTab Manufacturing Corporation	IL	Classification	2021-08-30 13:14:46	contractteam@amtab.com	Bid Answer
AmTab Manufacturing Corporation	IL	Classification	2021-08-30 13:28:22	contractteam@amtab.com	Bid Answer
AmTab Manufacturing Corporation	IL	Classification	2021-08-30 13:44:16	contractteam@amtab.com	Bid Answer
AmTab Manufacturing Corporation	IL	Classification	2021-08-30 13:45:24	contractteam@amtab.com	Bid Answer
AmTab Manufacturing Corporation	IL	Classification	2021-08-30 13:45:54	contractteam@amtab.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-16 10:15:00	anissaconstruction@gmail.com	Addendum Notification
Anissa Construction Inc.	NM	Self Invited	2021-08-17 11:09:57	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-17 11:22:29	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-20 08:20:56	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-20 08:22:07	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-23 11:57:06	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-23 12:00:29	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-25 09:44:25	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-25 10:56:21	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-25 10:59:34	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-25 11:47:24	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-25 11:52:09	anissaconstruction@gmail.com	Bid Answer Archived For All
Anissa Construction Inc.	NM	Self Invited	2021-08-25 12:04:03	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-25 12:05:11	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-25 12:11:46	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-30 13:06:44	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-30 13:07:05	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-30 13:08:15	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-30 13:10:56	anissaconstruction@gmail.com	Bid Answer
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Anissa Construction Inc.	NM	Self Invited	2021-08-30 13:14:04	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-30 13:14:46	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-30 13:28:22	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-30 13:44:16	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-30 13:45:24	anissaconstruction@gmail.com	Bid Answer
Anissa Construction Inc.	NM	Self Invited	2021-08-30 13:45:54	anissaconstruction@gmail.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-07-27 14:56:33	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-04 17:21:16	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-04 17:22:15	cdinapoli@atd-american.com	Bid Answer
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ATD-AMERICAN	PA	Self Invited	2021-08-04 17:26:04	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-05 11:05:48	cdinapoli@atd-american.com	Bid Answer
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ATD-AMERICAN	PA	Self Invited	2021-08-05 11:09:33	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-05 11:18:48	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-05 14:29:00	cdinapoli@atd-american.com	Addendum Notification
ATD-AMERICAN	PA	Self Invited	2021-08-12 08:05:02	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-12 08:06:10	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-12 08:06:44	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-12 08:07:28	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-12 08:13:32	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-16 10:15:00	cdinapoli@atd-american.com	Addendum Notification
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ATD-AMERICAN	PA	Self Invited	2021-08-20 08:20:56	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-20 08:22:07	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-23 11:57:06	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-23 12:00:29	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-25 09:44:25	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-25 10:56:21	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-25 10:59:34	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-25 11:47:24	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-25 11:52:09	cdinapoli@atd-american.com	Bid Answer Archived For All
ATD-AMERICAN	PA	Self Invited	2021-08-25 12:04:03	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-25 12:05:11	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-25 12:11:46	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-30 13:06:44	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-30 13:07:05	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-30 13:08:15	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-30 13:10:56	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-30 13:11:28	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-30 13:12:56	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-30 13:13:33	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-30 13:14:04	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-30 13:14:46	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-30 13:28:22	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-30 13:44:16	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-30 13:45:24	cdinapoli@atd-american.com	Bid Answer
ATD-AMERICAN	PA	Self Invited	2021-08-30 13:45:54	cdinapoli@atd-american.com	Bid Answer
AUDIO VISUAL AIDS CORP	TX	Classification	2021-07-20 14:40:46	avacorp@audiovisualaids.com	Bid Notification
Augustine Chavez	CA	Classification	2021-07-20 14:40:46	Augustine@lionoutdoor.co	Bid Notification
Barren County Business Supply INC	KY	Classification	2021-07-20 14:40:46	ldreher@bcbssupply.com	Bid Notification
Barren County Business Supply INC	KY	Classification	2021-08-12 08:05:02	ldreher@bcbssupply.com	Bid Answer
Barren County Business Supply INC	KY	Classification	2021-08-12 08:06:10	ldreher@bcbssupply.com	Bid Answer
Barren County Business Supply INC	KY	Classification	2021-08-12 08:06:44	ldreher@bcbssupply.com	Bid Answer
Barren County Business Supply INC	KY	Classification	2021-08-12 08:07:28	ldreher@bcbssupply.com	Bid Answer
Barren County Business Supply INC	KY	Classification	2021-08-12 08:13:32	ldreher@bcbssupply.com	Bid Answer
Barren County Business Supply INC	KY	Classification	2021-08-16 10:15:00	ldreher@bcbssupply.com	Addendum Notification

BSN Sports & US Games	TX	Classification	2021-08-05 11:09:33	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-05 11:18:48	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-05 14:29:00	bsnbid@bsnsports.com	Addendum Notification
BSN Sports & US Games	TX	Classification	2021-08-12 08:05:02	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-12 08:06:10	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-12 08:06:44	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-12 08:07:28	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-12 08:13:32	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-16 10:15:00	bsnbid@bsnsports.com	Addendum Notification
BSN Sports & US Games	TX	Classification	2021-08-17 11:09:57	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-17 11:22:29	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-20 08:20:56	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-20 08:22:07	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-23 11:57:06	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-23 12:00:29	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-25 09:44:25	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-25 10:56:21	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-25 10:59:34	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-25 11:47:24	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-25 11:52:09	bsnbid@bsnsports.com	Bid Answer Archived For All
BSN Sports & US Games	TX	Classification	2021-08-25 12:04:03	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-25 12:05:11	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-25 12:11:46	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-30 13:06:44	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-30 13:07:05	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-30 13:08:15	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-30 13:10:56	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-30 13:11:28	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-30 13:12:56	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-30 13:13:33	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-30 13:14:04	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-30 13:14:46	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-30 13:28:22	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-30 13:44:16	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-30 13:45:24	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2021-08-30 13:45:54	bsnbid@bsnsports.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-07-27 14:56:33	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-04 17:21:16	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-04 17:22:15	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-04 17:22:58	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-04 17:24:04	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-04 17:25:22	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-04 17:26:04	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-05 11:05:48	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-05 11:06:14	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-05 11:09:33	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-05 11:18:48	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-05 14:29:00	info@bxohio.com	Addendum Notification
Builders Exchange	OH	Self Invited	2021-08-12 08:05:02	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-12 08:06:10	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-12 08:06:44	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-12 08:07:28	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-12 08:13:32	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-16 10:15:00	info@bxohio.com	Addendum Notification
Builders Exchange	OH	Self Invited	2021-08-17 11:09:57	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-17 11:22:29	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-20 08:20:56	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-20 08:22:07	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-23 11:57:06	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-23 12:00:29	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-25 09:44:25	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-25 10:56:21	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-25 10:59:34	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-25 11:47:24	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-25 11:52:09	info@bxohio.com	Bid Answer Archived For All
Builders Exchange	OH	Self Invited	2021-08-25 12:04:03	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-25 12:05:11	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-25 12:11:46	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-30 13:06:44	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-30 13:07:05	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-30 13:08:15	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-30 13:10:56	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-30 13:11:28	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-30 13:12:56	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-30 13:13:33	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-30 13:14:04	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-30 13:14:46	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-30 13:28:22	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-30 13:44:16	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-30 13:45:24	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2021-08-30 13:45:54	info@bxohio.com	Bid Answer
Building Material Supply, Inc	MN	Classification	2021-07-20 14:40:46	jdee@bmsizone.com	Bid Notification
Busch Systems International Inc.	ON	Classification	2021-07-20 14:40:46	michaelan@buschsystems.com	Bid Notification
C&H Government	WI	Classification	2021-07-20 14:40:46	smakovec@chdist.com	Bid Notification
Camcor, Inc.	NC	Classification	2021-07-20 14:40:46	bids@camcor.com	Bid Notification
Champlin Tire Recycling, Inc.	KS	Classification	2021-07-20 14:40:46	coreyctri@nckcn.com	Bid Notification
Champlin Tire Recycling, Inc.	KS	Classification	2021-07-27 14:56:33	coreyctri@nckcn.com	Bid Answer
Champlin Tire Recycling, Inc.	KS	Classification	2021-08-04 17:21:16	coreyctri@nckcn.com	Bid Answer

Elkay Interior Systems	WI	Self Invited	2021-08-30 13:45:54	lydia.rivera@elkay.com	Bid Answer
Elkay Interior Systems, Inc.	WI	Classification	2021-07-20 14:40:46	stanya.lemay@elkay.com	Bid Notification
eSpecial Needs	MO	Classification	2021-07-20 14:40:46	skouri@especialneeds.com	Bid Notification
Federal Supply USA	IL	Classification	2021-07-20 14:40:46	bids@federalsupply.com	Bid Notification
Flexform Designs Inc.	MB	Classification	2021-09-07 11:31:20	shalyn.henry@flexform.co	Bid Notification
FOAM LABS, INC	GA	Classification	2021-07-20 14:40:46	dennis.brito@oneupinnovation	Bid Notification
Fomcore, LLC	MI	Classification	2021-07-20 14:40:46	fomcore@ironfurnace.com	Bid Notification
Game Time Sports Systems, LLC	IL	Classification	2021-07-20 14:40:46	d.stern@gametimesportssyste	Bid Notification
Garden State Office Systems &	NJ	Classification	2021-07-20 14:40:46	krista@gsos-solutions.com	Bid Notification
Global	WI	Classification	2021-07-20 14:40:46	wrose@globalindustrial.com	Bid Notification
Global Equipment Company, Inc.	GA	Classification	2021-07-20 14:40:46	bgarrett@globalindustrial.com	Bid Notification
Global Equipment Company, Inc.	GA	Classification	2021-07-27 14:56:33	bgarrett@globalindustrial.com	Bid Answer
Global Equipment Company, Inc.	GA	Classification	2021-08-04 17:21:16	bgarrett@globalindustrial.com	Bid Answer
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Global Equipment Company, Inc.	GA	Classification	2021-08-04 17:22:58	bgarrett@globalindustrial.com	Bid Answer
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Global Equipment Company, Inc.	GA	Classification	2021-08-04 17:26:04	bgarrett@globalindustrial.com	Bid Answer
Global Equipment Company, Inc.	GA	Classification	2021-08-05 11:05:48	bgarrett@globalindustrial.com	Bid Answer
Global Equipment Company, Inc.	GA	Classification	2021-08-05 11:06:14	bgarrett@globalindustrial.com	Bid Answer
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Global Equipment Company, Inc.	GA	Classification	2021-08-05 14:29:00	bgarrett@globalindustrial.com	Addendum Notification
Global Equipment Company, Inc.	GA	Classification	2021-08-12 08:05:02	bgarrett@globalindustrial.com	Bid Answer
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Global Industries, Inc.	NJ	Self Invited	2021-08-20 08:20:56	jfreund@globalindustries.com	Bid Answer
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Global Industries, Inc.	NJ	Self Invited	2021-08-25 09:44:25	jfreund@globalindustries.com	Bid Answer
Global Industries, Inc.	NJ	Self Invited	2021-08-25 10:56:21	jfreund@globalindustries.com	Bid Answer
Global Industries, Inc.	NJ	Self Invited	2021-08-25 10:59:34	jfreund@globalindustries.com	Bid Answer
Global Industries, Inc.	NJ	Self Invited	2021-08-25 11:47:24	jfreund@globalindustries.com	Bid Answer
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Global Industries, Inc.	NJ	Self Invited	2021-08-25 12:04:03	jfreund@globalindustries.com	Bid Answer
Global Industries, Inc.	NJ	Self Invited	2021-08-25 12:05:11	jfreund@globalindustries.com	Bid Answer
Global Industries, Inc.	NJ	Self Invited	2021-08-25 12:11:46	jfreund@globalindustries.com	Bid Answer

HERTZ FURNITURE	NJ	Classification	2021-08-30 13:44:16	bids@hertzfurniture.com	Bid Answer
HERTZ FURNITURE	NJ	Classification	2021-08-30 13:45:24	bids@hertzfurniture.com	Bid Answer
HERTZ FURNITURE	NJ	Classification	2021-08-30 13:45:54	bids@hertzfurniture.com	Bid Answer
Hussey Seating Company	ME	Classification	2021-07-20 14:40:46	rbilodeau@husseyseating.com	Bid Notification
IBuy Office Supply	MN	Classification	2021-07-20 14:40:46	mlanders@ibuyofficesupply.co	Bid Notification
Impact Interiors	KS	Classification	2021-07-20 14:40:46	jetjep@impactllc.biz	Bid Notification
Independence Business Supply	OH	Classification	2021-07-20 14:40:46	bill.botkin@orderibs.com	Bid Notification
INDOFF INC.	MO	Classification	2021-07-20 14:40:46	allen.peterson@indoff.com	Bid Notification
INDUSTRIES FOR THE BLIND AND	WI	Classification	2021-07-20 14:40:46	bids@IBVL.ORG	Bid Notification
Interior Concepts	MI	Classification	2021-07-20 14:40:46	interiorconcepts@ironfurnace.	Bid Notification
Interiors By Guernsey	VA	Classification	2021-07-20 14:40:46	Lynn@InteriorsByGuernsey.co	Bid Notification
International Commerce and Marketing	WI	Classification	2021-07-20 14:40:46	melanief@postalproducts.com	Bid Notification
Ironwood Manufacturing, Inc.	MT	Classification	2021-07-20 14:40:46	connect@ironwoodbrand.com	Bid Notification
Irwin Seating Company	MI	Classification	2021-08-16 14:20:54	spence.benedict@irwinseating.	Bid Notification
J. Oliver Construction LLC	KS	Classification	2021-07-20 14:40:46	beth@joliverconstruction.com	Bid Notification
J. Oliver Construction LLC	KS	Classification	2021-07-27 14:56:33	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-04 17:21:16	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-04 17:22:15	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-04 17:22:58	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-04 17:24:04	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-04 17:25:22	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-04 17:26:04	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-05 11:05:48	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-05 11:06:14	beth@joliverconstruction.com	Bid Answer
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J. Oliver Construction LLC	KS	Classification	2021-08-05 11:18:48	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-05 14:29:00	beth@joliverconstruction.com	Addendum Notification
J. Oliver Construction LLC	KS	Classification	2021-08-12 08:05:02	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-12 08:06:10	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-12 08:06:44	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-12 08:07:28	beth@joliverconstruction.com	Bid Answer
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J. Oliver Construction LLC	KS	Classification	2021-08-16 10:15:00	beth@joliverconstruction.com	Addendum Notification
J. Oliver Construction LLC	KS	Classification	2021-08-17 11:09:57	beth@joliverconstruction.com	Bid Answer
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J. Oliver Construction LLC	KS	Classification	2021-08-20 08:20:56	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-20 08:22:07	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-23 11:57:06	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-23 12:00:29	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-25 09:44:25	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-25 10:56:21	beth@joliverconstruction.com	Bid Answer
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J. Oliver Construction LLC	KS	Classification	2021-08-25 11:47:24	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-25 11:52:09	beth@joliverconstruction.com	Bid Answer Archived For All
J. Oliver Construction LLC	KS	Classification	2021-08-25 12:04:03	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-25 12:05:11	beth@joliverconstruction.com	Bid Answer
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J. Oliver Construction LLC	KS	Classification	2021-08-30 13:06:44	beth@joliverconstruction.com	Bid Answer
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J. Oliver Construction LLC	KS	Classification	2021-08-30 13:13:33	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-30 13:14:04	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-30 13:14:46	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-30 13:28:22	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-30 13:44:16	beth@joliverconstruction.com	Bid Answer
J. Oliver Construction LLC	KS	Classification	2021-08-30 13:45:24	beth@joliverconstruction.com	Bid Answer
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Jayhawk Plastics, Inc.	KS	Classification	2021-07-20 14:40:46	nickp@jayhawk.com	Bid Notification
JMJS Inc	PA	Classification	2021-07-20 14:40:46	contracts@trustcoe.com	Bid Notification
Jonti-Craft	MN	Classification	2021-07-20 14:40:46	bids@jonti-craft.com	Bid Notification
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LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-25 11:47:24	BIDDEPT@LAKESHORELEARN	Bid Answer
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LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-25 12:05:11	BIDDEPT@LAKESHORELEARN	Bid Answer
LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-25 12:11:46	BIDDEPT@LAKESHORELEARN	Bid Answer
LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-30 13:06:43	BIDDEPT@LAKESHORELEARN	Bid Answer
LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-30 13:07:05	BIDDEPT@LAKESHORELEARN	Bid Answer
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LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-30 13:10:56	BIDDEPT@LAKESHORELEARN	Bid Answer
LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-30 13:11:28	BIDDEPT@LAKESHORELEARN	Bid Answer
LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-30 13:12:56	BIDDEPT@LAKESHORELEARN	Bid Answer
LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-30 13:13:33	BIDDEPT@LAKESHORELEARN	Bid Answer
LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-30 13:14:04	BIDDEPT@LAKESHORELEARN	Bid Answer
LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-30 13:14:46	BIDDEPT@LAKESHORELEARN	Bid Answer
LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-30 13:28:22	BIDDEPT@LAKESHORELEARN	Bid Answer
LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-30 13:44:16	BIDDEPT@LAKESHORELEARN	Bid Answer
LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-30 13:45:24	BIDDEPT@LAKESHORELEARN	Bid Answer
LAKESHORE EQUIPMENT COMPANY	CA	Classification	2021-08-30 13:45:54	BIDDEPT@LAKESHORELEARN	Bid Answer
Little Free Library Ltd.	WI	Classification	2021-07-20 14:40:46	lhessler@littlefreelibrary.org	Bid Notification
Lowe's Companies	WA	Classification	2021-07-20 14:40:46	rness@themine.com	Bid Notification
Master Home Products Ltd Inc	CA	Classification	2021-07-20 14:40:46	sales@mhpinternational.com	Bid Notification
Medicaleshop Inc.	CT	Self Invited	2021-07-27 14:56:33	bids@medicaleshop.com	Bid Answer
Medicaleshop Inc.	CT	Self Invited	2021-08-04 17:21:16	bids@medicaleshop.com	Bid Answer
Medicaleshop Inc.	CT	Self Invited	2021-08-04 17:22:15	bids@medicaleshop.com	Bid Answer
Medicaleshop Inc.	CT	Self Invited	2021-08-04 17:22:58	bids@medicaleshop.com	Bid Answer
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Medicaleshop Inc.	CT	Self Invited	2021-08-05 14:29:00	bids@medicaleshop.com	Addendum Notification
Medicaleshop Inc.	CT	Self Invited	2021-08-12 08:05:02	bids@medicaleshop.com	Bid Answer
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Medicaleshop Inc.	CT	Self Invited	2021-08-30 13:45:54	bids@medicaleshop.com	Bid Answer
MEDVENDI	GA	Classification	2021-07-20 14:40:46	admin@medvendi.com	Bid Notification
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PS Furniture, Inc.	WI	Classification	2021-07-20 14:40:46	scook@psfurniture.com	Bid Notification
PS Furniture, Inc.	WI	Classification	2021-07-20 14:40:46	jvaughn@psfurniture.com	Bid Notification
PWXPress	FL	Self Invited	2021-08-16 10:15:00	bids@pwxpress.com	Addendum Notification
PWXPress	FL	Self Invited	2021-08-17 11:09:57	bids@pwxpress.com	Bid Answer
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REALLY GOOD STUFF	CT	Classification	2021-07-20 14:40:46	bidsupport@excelligence.com	Bid Notification
Recreonics, Inc.	KY	Classification	2021-07-20 14:40:46	aquatics@recreonics.com	Bid Notification
Recycled Office Environments Inc	WI	Classification	2021-07-20 14:40:46	colec@roefurniture.com	Bid Notification
RFID Library Solutions	MN	Classification	2021-07-20 14:40:46	info@rfidls.com	Bid Notification
RFS Commercial	NJ	Classification	2021-07-20 14:40:46	kzimmer@rfscommercial.com	Bid Notification
RICHARD RAAB	FL	Classification	2021-07-20 14:40:46	richardraab@9t05computer.co	Bid Notification
Riggs Recreation Equipment, Inc.	KS	Classification	2021-07-20 14:40:46	riggsrec@gmail.com	Bid Notification
Robert Allen	TN	Classification	2021-07-20 14:40:46	ybarba@tradgroup.com	Bid Notification
Robert Allen	TN	Classification	2021-07-27 14:56:33	ybarba@tradgroup.com	Bid Answer
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Spec Furniture	ON	Classification	2021-07-20 14:40:46	contracts@specfurniture.com	Bid Notification
Special-T, LLC	GA	Classification	2021-08-10 09:01:29	lisa@specialt.net	Bid Notification
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Special-T, LLC	GA	Classification	2021-08-23 12:00:29	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-25 09:44:25	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-25 10:56:21	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-25 10:59:34	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-25 11:47:24	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-25 11:52:09	lisa@specialt.net	Bid Answer Archived For All
Special-T, LLC	GA	Classification	2021-08-25 12:04:03	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-25 12:05:11	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-25 12:11:46	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-30 13:06:44	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-30 13:07:05	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-30 13:08:15	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-30 13:10:56	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-30 13:11:28	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-30 13:12:56	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-30 13:13:33	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-30 13:14:04	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-30 13:14:46	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-30 13:28:22	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-30 13:44:16	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-30 13:45:24	lisa@specialt.net	Bid Answer
Special-T, LLC	GA	Classification	2021-08-30 13:45:54	lisa@specialt.net	Bid Answer
Specseats Int'l Corp	CA	Classification	2021-09-13 12:18:25	hh@specseats.com	Bid Notification
Spectrum Industries, Inc.	WI	Classification	2021-07-20 14:40:46	quotes@spectrumfurniture.co	Bid Notification
Sterling Computers Corporation	SD	Classification	2021-07-20 14:40:46	alex.delao@sterlingcomputers.	Bid Notification
Swartz Associates, Inc.	FL	Classification	2021-07-20 14:40:46	mail@parkplayusa.com	Bid Notification
Teacher Heaven, Inc.	TX	Classification	2021-07-20 14:40:46	bids@teacherheaven.com	Bid Notification
Telescopic Seating Systems, LLC	MI	Classification	2021-07-20 14:40:46	judi.s@telescopicseatingsystem	Bid Notification
Telescopic Seating Systems, LLC	MI	Classification	2021-07-27 14:56:33	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-04 17:21:16	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-04 17:22:15	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-04 17:22:58	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-04 17:24:04	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-04 17:25:22	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-04 17:26:04	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-05 11:05:48	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-05 11:06:14	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-05 11:09:33	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-05 11:18:48	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-05 14:29:00	judi.s@telescopicseatingsystem	Addendum Notification
Telescopic Seating Systems, LLC	MI	Classification	2021-08-12 08:05:02	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-12 08:06:10	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-12 08:06:44	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-12 08:07:28	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-12 08:13:32	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-16 10:15:00	judi.s@telescopicseatingsystem	Addendum Notification
Telescopic Seating Systems, LLC	MI	Classification	2021-08-17 11:09:57	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-17 11:22:29	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-20 08:20:56	judi.s@telescopicseatingsystem	Bid Answer

Telescopic Seating Systems, LLC	MI	Classification	2021-08-20 08:22:07	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-23 11:57:06	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-23 12:00:29	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-25 09:44:25	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-25 10:56:21	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-25 10:59:34	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-25 11:47:24	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-25 11:52:09	judi.s@telescopicseatingsystem	Bid Answer Archived For All
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Telescopic Seating Systems, LLC	MI	Classification	2021-08-25 12:05:11	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-25 12:11:46	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-30 13:06:44	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-30 13:07:05	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-30 13:08:15	judi.s@telescopicseatingsystem	Bid Answer
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Telescopic Seating Systems, LLC	MI	Classification	2021-08-30 13:11:28	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-30 13:12:56	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-30 13:13:33	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-30 13:14:04	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-30 13:14:46	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-30 13:28:22	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-30 13:44:16	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-30 13:45:24	judi.s@telescopicseatingsystem	Bid Answer
Telescopic Seating Systems, LLC	MI	Classification	2021-08-30 13:45:54	judi.s@telescopicseatingsystem	Bid Answer
Tera Consulting Inc./Tera Office	NY	Classification	2021-07-20 14:40:46	tpowell@teraconsultinginc.com	Bid Notification
The Library Store, Inc.	IL	Classification	2021-07-20 14:40:46	districtbids@thelibrarystore.co	Bid Notification
The PlanIt Room	TX	Self Invited	2021-08-04 17:21:16	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-04 17:22:15	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-04 17:22:58	projects@theplanitroom.com	Bid Answer
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The PlanIt Room	TX	Self Invited	2021-08-04 17:25:22	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-04 17:26:04	projects@theplanitroom.com	Bid Answer
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The PlanIt Room	TX	Self Invited	2021-08-05 11:09:33	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-05 11:18:48	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-05 14:29:00	projects@theplanitroom.com	Addendum Notification
The PlanIt Room	TX	Self Invited	2021-08-12 08:05:02	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-12 08:06:10	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-12 08:06:44	projects@theplanitroom.com	Bid Answer
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The PlanIt Room	TX	Self Invited	2021-08-12 08:13:32	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-16 10:15:00	projects@theplanitroom.com	Addendum Notification
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The PlanIt Room	TX	Self Invited	2021-08-23 11:57:06	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-23 12:00:29	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-25 09:44:25	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-25 10:56:21	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-25 10:59:34	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-25 11:47:24	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-25 11:52:09	projects@theplanitroom.com	Bid Answer Archived For All
The PlanIt Room	TX	Self Invited	2021-08-25 12:04:03	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-25 12:05:11	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-25 12:11:46	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-30 13:06:44	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-30 13:07:05	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-30 13:08:15	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-30 13:10:56	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-30 13:11:28	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-30 13:12:56	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-30 13:13:33	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-30 13:14:04	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-30 13:14:46	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-30 13:28:22	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-30 13:44:16	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-30 13:45:24	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-08-30 13:45:54	projects@theplanitroom.com	Bid Answer
The Prophet Corporation	MN	Classification	2021-07-20 14:40:46	bids@gophersport.com	Bid Notification
The Yes Group	MN	Classification	2021-07-20 14:40:46	zach@theyesgroup.com	Bid Notification
Thermogenesis Group, Inc.	WA	Classification	2021-07-20 14:40:46	kalyn.daily@imovr.com	Bid Notification
Three H Furniture Systems Limited	ON	Classification	2021-07-22 16:27:50	info@threehcontracts.com	Bid Notification
Three H Furniture Systems Limited	ON	Classification	2021-07-27 14:56:33	info@threehcontracts.com	Bid Answer
Three H Furniture Systems Limited	ON	Classification	2021-08-04 17:21:16	info@threehcontracts.com	Bid Answer
Three H Furniture Systems Limited	ON	Classification	2021-08-04 17:22:15	info@threehcontracts.com	Bid Answer
Three H Furniture Systems Limited	ON	Classification	2021-08-04 17:22:58	info@threehcontracts.com	Bid Answer
Three H Furniture Systems Limited	ON	Classification	2021-08-04 17:24:04	info@threehcontracts.com	Bid Answer
Three H Furniture Systems Limited	ON	Classification	2021-08-04 17:25:22	info@threehcontracts.com	Bid Answer
Three H Furniture Systems Limited	ON	Classification	2021-08-04 17:26:04	info@threehcontracts.com	Bid Answer
Three H Furniture Systems Limited	ON	Classification	2021-08-05 11:05:48	info@threehcontracts.com	Bid Answer
Three H Furniture Systems Limited	ON	Classification	2021-08-05 11:06:14	info@threehcontracts.com	Bid Answer
Three H Furniture Systems Limited	ON	Classification	2021-08-05 11:09:33	info@threehcontracts.com	Bid Answer
Three H Furniture Systems Limited	ON	Classification	2021-08-05 11:18:48	info@threehcontracts.com	Bid Answer
Three H Furniture Systems Limited	ON	Classification	2021-08-05 14:29:00	info@threehcontracts.com	Addendum Notification
Three H Furniture Systems Limited	ON	Classification	2021-08-12 08:05:02	info@threehcontracts.com	Bid Answer
Three H Furniture Systems Limited	ON	Classification	2021-08-12 08:06:10	info@threehcontracts.com	Bid Answer

Troxell Communications, Inc.	AZ	Self Invited	2021-08-05 11:06:14	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-05 11:09:33	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-05 11:18:48	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-05 14:29:00	joe.desola@trox.com	Addendum Notification
Troxell Communications, Inc.	AZ	Self Invited	2021-08-12 08:05:02	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-12 08:06:10	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-12 08:06:44	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-12 08:07:28	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-12 08:13:32	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-16 10:15:00	joe.desola@trox.com	Addendum Notification
Troxell Communications, Inc.	AZ	Self Invited	2021-08-17 11:09:57	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-17 11:22:29	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-20 08:20:56	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-20 08:22:07	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-23 11:57:06	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-23 12:00:29	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-25 09:44:25	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-25 10:56:21	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-25 10:59:34	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-25 11:47:24	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-25 11:52:09	joe.desola@trox.com	Bid Answer Archived For All
Troxell Communications, Inc.	AZ	Self Invited	2021-08-25 12:04:03	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-25 12:05:11	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-25 12:11:46	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-30 13:06:44	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-30 13:07:05	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-30 13:08:15	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	AZ	Self Invited	2021-08-30 13:10:56	joe.desola@trox.com	Bid Answer
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Troxell Communications, Inc.	AZ	Self Invited	2021-08-30 13:45:54	joe.desola@trox.com	Bid Answer
Troxell Communications, Inc.	IA	Classification	2021-07-20 14:40:46	rita.bermudez@trox.com	Bid Notification
United Group, Inc	IL	Classification	2021-07-20 14:40:46	bwickert@unitedgpc.com	Bid Notification
University Loft Company	IN	Classification	2021-07-20 14:40:46	zrice@uloft.com	Bid Notification
University Loft Company	IN	Classification	2021-08-30 13:06:44	zrice@uloft.com	Bid Answer
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University Loft Company	IN	Classification	2021-08-30 13:08:15	zrice@uloft.com	Bid Answer
University Loft Company	IN	Classification	2021-08-30 13:10:56	zrice@uloft.com	Bid Answer
University Loft Company	IN	Classification	2021-08-30 13:11:28	zrice@uloft.com	Bid Answer
University Loft Company	IN	Classification	2021-08-30 13:12:56	zrice@uloft.com	Bid Answer
University Loft Company	IN	Classification	2021-08-30 13:13:33	zrice@uloft.com	Bid Answer
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University Loft Company	IN	Classification	2021-08-30 13:14:46	zrice@uloft.com	Bid Answer
University Loft Company	IN	Classification	2021-08-30 13:28:22	zrice@uloft.com	Bid Answer
University Loft Company	IN	Classification	2021-08-30 13:44:16	zrice@uloft.com	Bid Answer
University Loft Company	IN	Classification	2021-08-30 13:45:24	zrice@uloft.com	Bid Answer
University Loft Company	IN	Classification	2021-08-30 13:45:54	zrice@uloft.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-12 08:05:02	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-12 08:06:10	6ibiddept.shared@usfoods.com	Bid Answer
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Us Foods Inc.	KS	Self Invited	2021-08-12 08:07:28	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-12 08:13:32	6ibiddept.shared@usfoods.com	Bid Answer
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Us Foods Inc.	KS	Self Invited	2021-08-20 08:20:56	6ibiddept.shared@usfoods.com	Bid Answer
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Us Foods Inc.	KS	Self Invited	2021-08-25 09:44:25	6ibiddept.shared@usfoods.com	Bid Answer
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Us Foods Inc.	KS	Self Invited	2021-08-25 10:59:34	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-25 11:47:24	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-25 11:52:09	6ibiddept.shared@usfoods.com	Bid Answer Archived For All
Us Foods Inc.	KS	Self Invited	2021-08-25 12:04:03	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-25 12:05:11	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-25 12:11:46	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-30 13:06:44	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-30 13:07:05	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-30 13:08:15	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-30 13:10:56	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-30 13:11:28	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-30 13:12:56	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-30 13:13:33	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-30 13:14:04	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-30 13:14:46	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-30 13:28:22	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-30 13:44:16	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-30 13:45:24	6ibiddept.shared@usfoods.com	Bid Answer
Us Foods Inc.	KS	Self Invited	2021-08-30 13:45:54	6ibiddept.shared@usfoods.com	Bid Answer
VIKING ACOUSTICAL CORPORATION	MN	Classification	2021-07-20 14:40:46	bstarkweather@vikingusa.com	Bid Notification
Visionworx LLC dba CCS Presentation	FL	Classification	2021-07-20 14:40:46	ebloomquist@ccssoutheast.com	Bid Notification

Wyoming Office Products and Interiors	WY	Classification	2021-08-30 13:14:04	Jennifer.WyomingOfficeProduc	Bid Answer
Wyoming Office Products and Interiors	WY	Classification	2021-08-30 13:14:46	Jennifer.WyomingOfficeProduc	Bid Answer
Wyoming Office Products and Interiors	WY	Classification	2021-08-30 13:28:22	Jennifer.WyomingOfficeProduc	Bid Answer
Wyoming Office Products and Interiors	WY	Classification	2021-08-30 13:44:16	Jennifer.WyomingOfficeProduc	Bid Answer
Wyoming Office Products and Interiors	WY	Classification	2021-08-30 13:45:24	Jennifer.WyomingOfficeProduc	Bid Answer
Wyoming Office Products and Interiors	WY	Classification	2021-08-30 13:45:54	Jennifer.WyomingOfficeProduc	Bid Answer
Xccent, Inc.	MN	Classification	2021-07-20 14:40:46	rfq@xccent.biz	Bid Notification

Access Report

Agency
Bid Number
Bid Title

Association of Educational Purchasing Agencies
022-A
Furniture

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
People Places and Spaces, LLC	2021-07-22 09:08 AM CDT	2021-07-22 09:32 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
School Wholesale Supplies LLC	2021-07-21 01:50 AM CDT	2021-07-23 02:05 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
Douglas Food Stores Inc	2021-07-20 03:51 PM CDT	2021-07-20 03:51 PM CDT		
Special-T, LLC	2021-08-09 03:22 PM CDT	2021-09-14 07:54 AM CDT	AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf	2021-09-13 03:16 PM CDT
ABC School Equipment Inc,	2021-09-02 10:52 AM CDT	2021-09-02 10:53 AM CDT		
Busch Systems International	2021-07-20 05:46 PM CDT	2021-07-20 05:46 PM CDT		
Building Material Supply, Inc	2021-07-20 03:43 PM CDT	2021-07-20 03:43 PM CDT		
ConstructConnect	2021-07-27 05:00 AM CDT	2021-08-25 11:46 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
Total Technology	2021-09-03 01:48 PM CDT	2021-09-03 01:51 PM CDT		
Southeastern Furniture Reps	2021-07-21 09:48 AM CDT	2021-07-22 08:23 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx	
HCONE international IMPEX LLC	2021-07-20 03:59 PM CDT	2021-08-20 10:30 AM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
Flexxform Designs Inc.	2021-09-10 09:04 AM CDT	2021-09-10 09:04 AM CDT		
Nasco	2021-07-28 07:11 AM CDT	2021-07-28 07:11 AM CDT		
Construction Journal	2021-07-26 06:04 AM CDT	2021-08-31 11:23 PM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
North America Procurement Council	2021-07-22 04:42 AM CDT	2021-08-31 01:21 PM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Trendway	2021-07-21 07:38 AM CDT	2021-08-23 01:34 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	

PWXPress	2021-08-07 10:37 AM CDT	2021-08-12 11:53 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf
BSN Sports & US Games	2021-07-20 04:06 PM CDT	2021-09-01 09:35 AM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf
Mity-Lite, Inc.	2021-07-22 02:25 PM CDT	2021-09-07 02:08 PM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf
School's In, LLC	2021-07-21 01:11 PM CDT	2021-07-21 01:16 PM CDT	AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf
Spacesaver	2021-07-26 02:33 PM CDT	2021-09-03 03:51 PM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part B - Specifications - Furniture - Final.pdf
SARGENT WELCH/VWR	2021-07-21 05:39 AM CDT	2021-07-28 05:57 AM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf
Poppin	2021-08-19 11:11 AM CDT	2021-08-19 11:13 AM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf

BioFit Engineered Products limited Partnership	2021-07-21 06:38 AM CDT	2021-09-14 08:12 AM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	2021-09-14 08:12 AM CDT
AUDIO VISUAL AIDS CORP	2021-07-21 04:37 PM CDT	2021-07-21 04:38 PM CDT		
Dodge Data & Analytics	2021-07-28 01:35 AM CDT	2021-08-31 08:23 AM CDT	AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf	
AllStar Business Concepts	2021-08-12 10:40 AM CDT	2021-08-12 01:31 PM CDT	AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Independence Business Supply	2021-07-20 04:03 PM CDT	2021-07-20 04:03 PM CDT		
Palmer Hamilton, LLC	2021-07-20 03:54 PM CDT	2021-08-16 12:56 PM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
2/90 Sign Systems	2021-09-08 10:33 AM CDT	2021-09-08 03:55 PM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Visionworx LLC dba CCS Presentation Systems	2021-07-20 04:24 PM CDT	2021-07-20 04:24 PM CDT		
Nasco Education LLC	2021-07-22 07:12 AM CDT	2021-07-22 07:13 AM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
Blink Marketing LLC	2021-07-26 11:48 AM CDT	2021-07-26 11:48 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
Heartland Seating, Inc	2021-09-08 01:26 PM CDT	2021-09-08 01:35 PM CDT		2021-09-08 01:35 PM CDT
IMS	2021-07-22 06:51 AM CDT	2021-07-22 06:51 AM CDT		

DEMCO, Inc.	2021-07-22 08:48 AM CDT	2021-09-14 12:30 PM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part B - Specifications - Furniture - Final.pdf	2021-09-14 12:29 PM CDT
Alumni Classroom Furniture	2021-09-09 11:56 AM CDT	2021-09-09 11:56 AM CDT		
Groupe Lacasse	2021-07-22 07:42 AM CDT	2021-07-29 08:26 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
Wyoming Office Products and Interiors	2021-07-20 03:41 PM CDT	2021-08-16 02:22 PM CDT	AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf	
Agati, Inc.	2021-07-21 09:12 AM CDT	2021-08-16 11:17 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
BidClerk	2021-07-27 11:47 PM CDT	2021-08-31 11:14 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Onvia	2021-07-26 06:00 PM CDT	2021-09-13 02:42 PM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
ConstructConnect	2021-08-05 04:55 PM CDT	2021-08-05 04:55 PM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf	
Seating Concepts, Inc.	2021-07-20 03:51 PM CDT	2021-07-20 03:54 PM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part B - Specifications - Furniture - Final.pdf	

Allied Construction Industries	2021-07-23 01:48 PM CDT	2021-09-14 03:47 PM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
AmTab Manufacturing Corporation	2021-07-26 10:41 AM CDT	2021-09-15 09:11 AM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf	2021-09-13 01:11 PM CDT
School Specialty	2021-07-21 05:14 AM CDT	2021-09-14 06:19 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf	2021-09-10 08:17 AM CDT
Us Foods Inc.	2021-08-05 04:52 PM CDT	2021-08-09 10:17 AM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
System 290, Inc	2021-09-09 03:45 PM CDT	2021-09-09 04:22 PM CDT	AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Shiffler Equipment Sales Inc	2021-08-26 09:49 AM CDT	2021-09-07 07:23 PM CDT	AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part D - Questionnaire - Furniture - Final.docx	

The PlanIt Room	2021-07-29 04:15 PM CDT	2021-08-31 02:20 PM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.pdf AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf	
Hann Manufacturing, Inc.	2021-07-21 06:38 AM CDT	2021-07-28 07:23 AM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Smith System	2021-07-29 05:51 PM CDT	2021-07-29 05:51 PM CDT		
FOAM LABS, INC	2021-07-20 03:59 PM CDT	2021-07-20 03:59 PM CDT		
NPS Public Furniture Corp	2021-07-29 12:47 PM CDT	2021-07-29 12:48 PM CDT	AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
Alumni Classroom Furniture Inc.	2021-08-11 08:52 AM CDT	2021-08-26 11:26 AM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
University Loft Company	2021-08-28 03:45 PM CDT	2021-08-31 09:25 AM CDT	AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf	
Anissa Construction Inc.	2021-08-13 12:20 PM CDT	2021-08-16 10:56 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
ACCO Brands USA LLC	2021-09-09 03:53 PM CDT	2021-09-09 03:53 PM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx	
Three H Furniture Systems Limited	2021-07-26 06:35 AM CDT	2021-08-05 06:26 AM CDT	AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Construction Software Technologies	2021-08-04 10:01 PM CDT	2021-08-30 03:43 PM CDT		
Barren County Business Supply INC	2021-08-09 01:27 PM CDT	2021-08-09 01:28 PM CDT	AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	

Dodge Data & Analytics	2021-07-20 08:43 PM CDT	2021-09-15 01:01 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.pdf AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
SmartProcure	2021-07-21 08:43 AM CDT	2021-08-17 08:20 AM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
K-Log Inc	2021-07-21 08:19 AM CDT	2021-07-21 09:25 AM CDT	AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
Wenger Corporation	2021-07-20 03:48 PM CDT	2021-07-20 03:48 PM CDT		
School Outfitters	2021-07-20 03:49 PM CDT	2021-08-16 11:51 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
MINNCOR Industries	2021-07-20 04:08 PM CDT	2021-07-20 04:09 PM CDT	AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Elkay Interior Systems	2021-07-28 10:25 AM CDT	2021-07-28 10:53 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
J. Oliver Construction LLC	2021-07-20 03:46 PM CDT	2021-07-20 03:51 PM CDT	AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
Global Industries, Inc.	2021-07-21 02:54 PM CDT	2021-08-06 07:10 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	

Wenger Corporation	2021-07-23 10:33 AM CDT	2021-08-25 12:55 PM CDT	AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf	2021-08-10 04:09 PM CDT
SICO AMERICA INC	2021-07-20 03:45 PM CDT	2021-09-13 06:48 PM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	2021-09-13 06:47 PM CDT
Educational Furniture Solutions, LLC	2021-08-31 09:07 AM CDT	2021-08-31 09:07 AM CDT		
HERTZ FURNITURE	2021-08-18 10:52 AM CDT	2021-08-18 12:44 PM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf	
Visionworx, LLC	2021-07-21 07:15 AM CDT	2021-07-21 07:15 AM CDT		
MeTEOR Education, LLC	2021-07-20 04:15 PM CDT	2021-09-14 12:07 PM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	2021-09-14 11:45 AM CDT
College Products	2021-07-20 04:16 PM CDT	2021-07-20 04:16 PM CDT	AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
Ironwood Manufacturing, Inc.	2021-09-03 02:41 PM CDT	2021-09-03 02:42 PM CDT		
Diversified Metal Fabricators, Inc.	2021-09-03 08:15 AM CDT	2021-09-03 08:20 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
MEDVENDI	2021-07-20 05:08 PM CDT	2021-07-20 05:35 PM CDT		
Troxell Communications, Inc.	2021-07-27 03:48 PM CDT	2021-07-27 03:55 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Aarco Products, Inc.	2021-08-16 11:44 AM CDT	2021-08-16 11:46 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	

ConstructConnect	2021-07-28 12:53 PM CDT	2021-08-12 01:34 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.pdf AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
3 Oaks Resource Group International	2021-07-21 02:58 PM CDT	2021-08-30 08:58 PM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
MiEN Company, Inc.	2021-09-01 01:06 PM CDT	2021-09-14 11:22 AM CDT		
Siak Enterprise LLC	2021-08-05 03:44 PM CDT	2021-08-05 03:47 PM CDT	AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Norix Group, Inc.	2021-07-20 03:51 PM CDT	2021-07-20 03:51 PM CDT		
Kaplan Early Learning Company	2021-07-21 09:17 AM CDT	2021-09-13 08:09 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Armstrong Flooring	2021-07-27 11:34 AM CDT	2021-07-27 11:34 AM CDT		
Daly Computers, Inc.	2021-07-21 09:08 AM CDT	2021-07-21 09:15 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx	
ELB US Inc.	2021-07-28 10:53 AM CDT	2021-09-14 03:11 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Medicaleshop Inc.	2021-07-26 03:18 AM CDT	2021-08-31 01:48 AM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	

Global Equipment Company, Inc.	2021-07-21 06:46 AM CDT	2021-07-22 02:38 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Nickerson Corporation	2021-09-08 10:06 AM CDT	2021-09-08 10:15 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx	
Telescopic Seating Systems, LLC	2021-07-20 09:01 PM CDT	2021-08-04 07:36 PM CDT	AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
Builders Exchange	2021-07-21 03:01 PM CDT	2021-08-31 08:03 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.pdf AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.pdf	
National Business Furniture	2021-07-22 07:57 AM CDT	2021-09-14 01:21 PM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	2021-09-14 10:18 AM CDT
Worldwide Technologies	2021-07-20 10:20 PM CDT	2021-07-20 10:20 PM CDT		
SiteScapes, Inc.	2021-08-12 08:38 AM CDT	2021-08-12 09:46 AM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx	
Champlin Tire Recycling, Inc.	2021-07-21 08:19 AM CDT	2021-07-21 08:55 AM CDT	AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx	
ATD-AMERICAN	2021-07-21 06:21 AM CDT	2021-09-01 07:09 AM CDT	AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA Vendor Quarterly Report Template.pdf	

LAKESHORE EQUIPMENT COMPANY DBA LAKESHORE LEARNING MATERIALS	2021-07-20 04:08 PM CDT	2021-09-14 12:51 PM CDT	AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	2021-09-13 11:54 AM CDT
Jonti-Craft	2021-07-20 03:46 PM CDT	2021-08-17 01:14 PM CDT	AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final.xlsx AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.4.21.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	
Robert Allen	2021-07-20 03:13 PM CDT	2021-09-06 10:03 AM CDT	AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final.pdf	
Kay-Twelve, LLC	2021-08-10 10:13 AM CDT	2021-09-13 08:37 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 022-A Part D - Questionnaire - Furniture - Final.docx AEPA 022-A Part C - Member Agency (State) Terms and Conditions - Furniture - Final.pdf AEPA 022-A Part E - Signature Forms - Furniture - Final.pdf AEPA 022-A Part B - Specifications - Furniture - Final_Amended 8.16.21.pdf AEPA 022-A Part F - Discount Pricing Workbook - Furniture - Final_Amended 8.16.21.xlsx AEPA 022-A Part A - Terms and Conditions - Furniture - Final.pdf	

AEPA 022 - A Furniture Bid Opening Record

Responding Company	Part D - Questionnaire	Part E - Signature Forms	Part F - Pricing Workbook	Price List/Catalog	Exhibit A - Financial Health Document	Send to Category Committee		
	Complete: Y or N	Complete: Y or N	Complete: Y or N	Complete: Y or N	Complete: Y or N	Y or N		
AmTab Manufacturing	Y	Y	Y	Y	Y	Y		
BioFit Engineered Products	Y	Y	Y	Y	Y	Y		
Demco Inc.	Y	Y	Y	Y	Y	Y		
Heartland Seating	N	N	N	N	N	N	Returned as No Bid	
Lakeshore Equipment	Y	Y	Y	Y	Y	Y		
MeTEOR Education	Y	Y	Y	Y	Y	Y		
National Business Furniture	Y	Y	Y	Y	Y	Y		
School Specialty	Y	Y	Y	Y	Y	Y		
SICO American Inc.	Y	Y	N	Y	N	N		
Special-T LLC	Y	Y	Y	Y	Y	Y		
Wenger Corporation	N	N	N	N	N	N	No Bid	
Opening Date and Time:								
DocuSigned by: <small>3:06 p.m.</small>								
Exec. Bid Committee Representative:	<i>Anna Marie Hollander</i> <small>96907CC1E8A14CA...</small>		Witnesses:	Andrew Pickens	George Wilson			
	AnnaMarie Hollander			Tina Smith	Ken Swink			
				Nita Werner	Melissa Mattson			

Association of Educational Purchasing Agencies

Tabulation Report IFB #022-A - Furniture

Vendor: AmTab Manufacturing Corporation

General Comments:

- General Attachments:**
- Catalog - AmTab Manufacturing.pdf
 - Certificates - AmTab Manufacturing.pdf
 - Dealers - AmTab Manufacturing.xlsx *Confidential.
 - Exhibit A - Financial Health Document - AmTab Manufacturing.pdf
 - Exhibit C - Warranties, Additional Services - AmTab Manufacturing.pdf
 - Part D - Questionnaire - AmTab Manufacturing.pdf
 - Part E - Signature Forms - AmTab Manufacturing.pdf
 - Part F - Pricing Schedule - AmTab Manufacturing.xlsx
 - Price List - AmTab Manufacturing.pdf
 - Price lists available upon request (large files)

Part D - Questionnaire

AEPA 022

Furniture

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “*Part D – Questionnaire – Name of Company*”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: AmTab Manufacturing Corporation

Company Address: 600 Eagle Drive

City, State, zip code: Bensenville, IL 60106

Website: www.amtab.com

Contact Person: Greg Swon

Title: Accounting Manager

Phone: 630-301-7600

Email: greg.swon@amtab.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: public company privately owned company

In what year was this business started under its present name? 2006

Under what additional, or, former name(s) has your business operated? N/A

Is this business a corporation? No Yes. If yes, complete the following:
Date of Incorporation: 07/14/2006
State of Incorporation: Illinois
Name of President: Doss Samikkannu
Name(s) of Vice President(s): N/A
Name of Treasurer: Jason Samikkannu
Name of Secretary: Steven Samikkannu

Is this business a partnership? No Yes. If yes, complete the following:
Date of Partnership: _____
State Founded: _____
Type of Partnership, if applicable: _____
Name(s) of General Partner(s): _____

Is this business individually owned? No Yes. If yes, complete the following:
Date of Purchase: _____
State Founded: _____
Name of Owner/Operator: _____

Is this business different from those identified above? No Yes
If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? No Yes

Is this business minority-owned? _____ No _____ X Yes

Does this business have an Affirmative Action plan/statement? _____ No _____ X Yes

Business Headquarter Location

Business Address 600 Eagle Drive
City, State, zip code Bensenville, IL 60106
Phone 630-301-7600
How long at this address? Since 2018

Business Branch Location(s)

Branch Address One Location (Same as Headquarter Location)
City, State, zip code
Branch Address
City, State, zip code
Branch Address
City, State, zip code
Branch Address
City, State, zip code

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business’s annual sales for in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	Approx \$40,000,000	Approx \$44,000,000	Approx \$30,400,000
Higher Education Institutions	Approx \$2,500,000	Approx \$2,750,000	Approx \$1,900,000
Counties, Cities, Townships, Villages	Approx \$2,000,000	Approx \$2,200,000	Approx \$1,520,000
States	Approx \$3,000,000	Approx \$3,300,000	Approx \$2,280,000
Other Public Sector & Non-profits	Approx \$1,500,000	Approx \$1,650,000	Approx \$1,140,000
Private Sector	Approx \$1,000,000	Approx \$1,100,000	Approx \$760,000
Total	Approx \$50,000,000	Approx \$55,000,000	Approx \$38,000,000

Provide your business’s annual sales for **products and services that meet this solicitation’s scope of work** in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	Approx \$40,000,000	Approx \$44,000,000	Approx \$30,400,000
Higher Education Institutions	Approx \$2,500,000	Approx \$2,750,000	Approx \$1,900,000
Counties, Cities, Townships, Villages	Approx \$2,000,000	Approx \$2,200,000	Approx \$1,520,000
States	Approx \$3,000,000	Approx \$3,300,000	Approx \$2,280,000
Other Public Sector & Non-profits	Approx \$1,500,000	Approx \$1,650,000	Approx \$1,140,000
Private Sector	Approx \$1,000,000	Approx \$1,100,000	Approx \$760,000
Total	Approx \$50,000,000	Approx \$55,000,000	Approx \$38,000,000

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Greg Swon	Accounting Mgr.	630-301-7600	greg.swon@amtab.com
Sales Manager	Steven Samikkannu	General Mgr.	630-301-7600	steve.samikkannu@amtab.com

Customer & Support Manager	Client Services Team	Associate - Client Services	630-301-7600	clientserviceteam@amtab.com
Distributors, Dealers, Installers, Sales Reps	Steven Samikkannu	General Mgr.	630-301-7600	steve.samikkannu@amtab.com
Consultants & Trainers	Steven Samikkannu	General Mgr.	630-301-7600	steve.samikkannu@amtab.com
Technical, Maintenance & Support Services	Greg Swon	Accounting Mgr.	630-301-7600	greg.swon@amtab.com
Quotes, Invoicing & Payments	Greg Swon	Accounting Mgr.	630-301-7600	greg.swon@amtab.com
Warranty & After the Sale	Client Services Team	Associate - Client Services	630-301-7600	clientserviceteam@amtab.com
Financial Manager	Greg Swon	Accounting Mgr.	630-301-7600	greg.swon@amtab.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
6	Bensenville	IL

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

AmTab has sales members dedicated to different regions throughout the country. All sales people will be trained on the terms and conditions of the contract and instructed to promote this contract as much as possible. Furthermore, all dealers will also be trained on the specifics of the contract and instructed to promote it when possible. Our sales team and dealer network will be thoroughly trained and instructed regarding the contract and will be able to work seamlessly with the end users who wish to buy through it.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

AmTab currently services all 50 states. We have a sales team of 10 people dedicated to different regions of the country and different markets. We also have a very extensive dealer network. This way we are able to reach any customer no matter where they are located. Our team and extended teams are always willing and able to be available when needed.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

AmTab provides a wide variety of products from Mobile Bench Tables, Outdoor Furnishings, Hospitality and Physical Distancing Solutions to Interior Graphics and Signage. We also provide various services such as Transportation, Assessments, Installations, Freight, Environmental Branding Solutions from Printed Graphic Signage and Decor as well as full Design collaborations. Our products are designed, manufactured and furnished under AmTab's core principles: Safety, Quality and Durability, Ease of Operation, and Value for Your Investment. AmTab products are proudly manufactured in the USA with 100% domestic materials and labor. We plan to submit our entire product line. Some product categories are as follows: Booth Systems, Mobile Tables, Social Tables, Waste Receptacles, Condiment Cabinets

and Partitions, Seating Concepts, Folding Tables and Benches, Teacher Desks and Lecterns, Collaborative Learning Products, Utility and Art Tables, Computer and Technology Tables, Meadia and Gaming Tables, Conference and Seminar Tables, Music and Performance, Stages and Risers and ADA products.

If offering Design Services in your response, describe how the process works between your company and the customer.

We gather information from whoever we can get it from – the client, our educational partnerships team, or the dealer. From there we set up meetings to go over exactly what is needed or wanted in the space we are designing. During these meetings we bring in our interior design team and our environmental design team (if applicable) so that each team has a chance to ask questions about the project as needed. We'll walk you through our design intake form to make sure that any and all questions we have are answered and we can start the project off in the right direction the first time. This allows us to spend more time designing what the client wants instead of going back and forth on revisions. Once we have gathered all of the necessary information we'll get started on the project. If we have questions along the way, we'll reach out and ensure that we are still on the right track. Once our design is finished they will receive an AmTab design package from our designers that includes a layout, hand-picked finishes, and custom graphics. From there we're happy to make any tweaks necessary to ensure that our design reflects what each school or company was looking for.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

AmTab has accounts with multiple LTL carriers, Full Truck carriers and we also have a some company trucks and drivers that we use when needed for special orders. AmTab also has its own installation team or its network of dealers also have their own installation teams. We like to partner with many carriers so that we always have a truck available at the lowest cost to the customer.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
AmTab Corporate Office / Factory	Bensenville	IL
Multiple Dealers Nationwide	Nationwide	Nationwide

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

AmTab does not allow everyone to sell its products. We are very particular who represents us and who sells our products. We pride ourselves on being the best products in the industry and also having the best customer service. Since our dealer network is an extension of us essentially we want to make sure our dealers feel the same way. Our sales team meets with all dealers and usually invites them to visit our facility to see how our products are made and also train them on how they operate and how they stand apart from the competition. We need to have good partnerships with our dealers so they can have a good partnership with the end customer.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Please see attached separate file labeled Dealers – AmTab Manufacturing. This will provide all authorized dealers who will utilize this contract and provide services under it.

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

AmTab itself is MBE certified (certification attached separately). We can work with any dealer or customer no matter how big or small. However, we especially like when we work with small or MWBE businesses. Our AmTab Team will work hand in hand with both the dealer and end customer from start to finish.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

Through our dedicated sales force and our dealer network we can reach any customer. Someone will always be available to answer questions and provide information or training whenever needed. Customer satisfaction is always our top priority and we want to make sure that every customer has a positive experience.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

We are MBE certified (certificate included as a separate attachment). We also work with many dealers who are certified.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Steven Samikkannu	General Manager	630-301-7600	steve.samikkannu@amtab.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

AmTab has marketed our world-class products in a variety of different ways from 2019-2020. For marketing to schools, nonprofit organization, and other public sector we utilize several different approaches. From years of attending conferences, hosting events at AmTab, sponsoring events, and networking in the industry we have a large client base that we use for our email marketing campaigns. Typically, we see a 40% open rate and 15% click rate which are both well above industry norms. We also have a sales team that consists of 7 whom which cover both the United States and International. Daily phone calls and dialogue with our end users are how we continue to build partnerships that last which has a huge impact on our success. Frequently, we hold events at our 300,000 sq foot manufacturing facility that range from end users checking out our furniture to inviting our dealer network to help see our new products. That perfectly transitions into our dealer network which acts as an extension of our sales team. They are positioned across the country and reach out to end users daily on our behalf. As far trade shows and other events they are as follows: EDspaces, California School Nutrition Association Show, Alabama School Nutrition Association Show, MHEC, Florida School Nutrition Association, California Association of School Business Officials, Coalition for Adequate School Housing and First Taste TV. First Taste TV featured prominent figures in K-12 figures taking a walkthrough of our facility and world-class products and designs.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

AmTab will marketing the AEPA contract in a variety of different ways. First, and foremost, we will let all our dealer network across the country know that we have been awarded this contract and let them know the benefits. The more we can train our extended sales force, the better they will be able to sell our products and utilize this contract. The

second is we would get the member list and begin targeting them in our email marketing campaigns. In all of our campaigns we include the various contracts that we hold and AEPA would now be included. In order to differentiate this contract from others that we hold as of today we will hold demonstrations of the benefits of the contract. We get a lot of visitors, dealers, and travel to many events across the country. During our presentation we will let them know about the contract and all the benefits of it. On top of that, when we attend various events we will leave information about the AEPA contract so end users will be a) be aware we hold the contract and b) the benefits will be clear to them. Educating our sales team and end users about the perks of the contract will be the biggest differentiator here.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit B – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

Our company will collaborate with AEPA Member Agencies in the following ways. Email marketing campaigns to all our end users and clients accumulated throughout the year will be made known of the contract. A big tool we have is having an extensive dealer network across the country. Our sales team will set-up individual meetings with them and let them know about the contract and all the benefits. That way it will put them in the best situation to utilize the contract. We will supply the member agencies with the most update to photos as well as our competitive pricing. We will also supply them any verbiage or information they would need from us. We realize that this is a partnership and we will be sure to do everything we can on our end. We have two full time photographers and an in-house graphic and design team so producing high quality images, logos, and all marketing related material for various advertisements would be very easy to do. We can also produce flyers that demonstrates the benefits of the contract and include the AEPA logo to help build brand recognition. As far as contract announcements is concerned we will include the AEPA announcement to all our dealers and partners in our monthly email campaign. To our end users, we will include the AEPA logo and information about the contract. Across our fast-growing social media channels we will let everyone know we have been awarded the contract. Paid advertisements on social media would be another way we would get the word across to end users. On our website, we will have a separate page where end users and our partners can see that we have been awarded the contract and included there will be all the benefits.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

All AmTab products are MAS Green certified. We are always trying to find ways to be as sustainable as possible and leave as little of a carbon footprint as we can. Pretty much all of our raw materials and packaging materials are made from recycled material (wood, steel, cardboard, etc). The safety of our products is always our main concern and our cutting edge product engineers and production engineers are always finding ways to better our operations and our products.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

All of AmTab's products are MAS Green certified (certificate included as a separate attachment). Also, our suppliers have many certifications for the raw materials we use such as Eco Certified, CPA Certified, Rainforest Alliance Certified, Greenguard Certified, Recycled Content Certified, ISO Certified and many more. We only use the highest quality materials in our products. Supplier Certificates can be supplied upon request.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

AmTab's Sustainable Statement is included as a separate attachment for this contract. Our manufacturing and product engineers are always finding ways to better our products and the way we make them while bettering the environment at the same time. The materials we use, the way we make our products and the way we ship them are always examined and tested to make sure things are for the better.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

Currently all AmTab products are MAS Green certified and made mostly from recycled materials. Safety and sustainability are some of our biggest concerns and we will continue to make safe and high quality products without ever cutting corners.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

- 1) **American Made** - Often times, products and materials are not produced in the USA because margins are the driving force. That is not the case at AmTab. At AmTab the driving force is YOU. All of AmTab's products and materials are 100% made and produced in the USA. We don't cut any corners in the name of quality and that has been one of the cornerstones of the AmTab culture. End users that partner with AmTab get the highest quality products that are unmatched in the industry.
- 2) **Minority Owned** AmTab is a family and minority owned business. The company has been led by Doss Samikkannu and his two sons Steve and Jason. The entire AmTab team has a blue collar, Midwest working mentality that exuberates from the top all the way to the bottom of the company.
- 3) **Award Winning Line** Our quality at AmTab is one of the most important components of our identity. We cut no corners when it comes to supplying our partners with the best furniture and design work the market has to offer. We pride ourselves on being the industry leader in providing K-12, Higher-Education and Hospitality with the finest product line in the market. We have won countless awards that are a symbol of our quality in the eyes of end users.
- 4) **Uniqueness** Upgrading your furniture or re-designing your school plays an important part in creating an environment that students want to be a part of. At AmTab we are proud to say with the help of our furniture line and design work we are able to create real change and see improvements in different areas of the school such as:
 - 15% - 25% increase in student participation in nutrition programs
 - School Revenues increase
 - Reduce Waiting TimesAmTab also has the most color options in the industry, all products are fully mobile, high-powered gas cylinder in our tables, high-pressure lamination on top and bottom of our tables, 400 lb. weight capacity stool, largest stool seating size above industry standards and many other differentiating factors that make AmTab one of a kind.
- 5) **Control Supply Chain** As a supplier, AmTab is in a unique position of controlling the entire supply chain. Being able to manufacture, design, and furnish all our products locally puts us in a great position in the marketplace. A big advantage is being able to make the adjustments that our customers want. Since we make the products at our facility, we can make sure that the customer's order is exactly how they want it to be. Another AmTab staple is that our products are 100% American made. All our materials are of the highest quality and sourced locally. We don't cut corners when it comes to quality and we ensure that all our products will exceed the marketplace's expectation. Combining our fantastic product line with our talented graphic and interior design team, we are able to increase student participation, increase revenue, improve retention of students and staff, and increase school spirit.

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

AmTab has the ability to integrate with other ecommerce sites. We can create punch out sites and orders can be sent electronically through email. We have integrated with some agencies such as BigCommerce, Periscope Holdings and TXMAS to name a few. Our products can be listed through these agencies and linked with our website to customize orders. About 20% of our sales are currently done through these integrated sites and we continue to build / grow this method annually.

Disclosures

Financial Health (REQUIRED): AEPA requires reports that describe the financial soundness of your organization. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years (2018, 2019, 2020), a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions.

For confidentiality, respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at georgewilson.aepa@outlook.com. The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening.

Legal: Does this business have actions currently filed against it? X No Yes

If Yes, **AN ATTACHMENT IS REQUIRED:** List and explain current actions, such as, Federal Debarment (on US General Services Administration’s “Excluded Parties List”), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business’s five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. Las Cruces SD	Jerry Ontiveros	Contract Administrator	575-527-5846	jontiver@lcps.net
2. Socorro ISD	Shelley Chenausky	Director of Child Nutrition Services	915-937-0467	schena01@sisd.net
3. Canyons SD	Gary Hansen	Purchasing Director	801-826-5390	gary.hansen@canyonsdistrict.org
4. Provo City SD	Tina Fluehe	Purchasing Coordinator	276-634-4700	tinaf@provo.edu
5. ElkGrove USD	Tony Almeida	Custodial Services Manager	713-740-0195	talmeida@egusd.net

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Undecided	X	X	X
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	X
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	X
Michigan	Yes	X	X	X
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X
Montana	yes	X	X	X
Nebraska	Yes	X	X	X
New Jersey	Yes	X	X	X
New Mexico	Yes	X	X	X
North Dakota	Yes	X	X	X
Ohio	Yes	X	X	X
Oregon	Yes	X	X	X
Pennsylvania	Yes	X	X	X
South Carolina	Yes	X	X	X
Texas	Yes	X	X	X
Virginia	Yes	X	X	X
Washington	Yes	X	X	X
West Virginia	Yes	X	X	X
Wisconsin	Yes	X	X	X
Wyoming	Yes	X	X	X

e-Commerce: Does this business have an e-commerce website? X **No** **Yes**

If YES, what is the website? _____

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? **No** X **Yes**

Does this business have a toll-free customers support phone option? **No** X **Yes**

Does this business offer local customer and support service options? _____ **No** _____ X **Yes**

State your normal delivery time (in days) and any options for expediting delivery.

Standard lead time is 20-30 days. However, we do have a "Quick Ship" program. This is for products that are more popular and we keep an inventory for and guarantees these items ship within three business days.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

Our orders are made to order and we do not have a backorder policy.

Describe your company's payment terms as well as any quick pay discounts.

Standard Net 30 Terms.

State your company's return policy and any applicable State restocking fees.

Returns and restocking fees are handled on a case by case basis based on the customization of the orders. Restock fee never exceeds 50%.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

AmTab has a robust customer service program which is anchored by team members that have been with AmTab for a long time. They have maintained great partnerships with our dealer network as well as with our end customers. The team is very responsive, kind, helpful and available to work with our dealers and end users even after work hours. We go above and beyond to meet the needs for our partners. Our companies main pillars are building partnerships and that is one of the main differentiating factors that keeps our dealer network strong and our end users excited to keep working with us. We also have a very high end design resources team for both interior design and environmental design. These teams work hand in hand with both our dealers and end customers to come up with the perfect package for the customer.

Pricing

Is your pricing methodology guaranteed for the term of the contract? _____ **No** _____ X **Yes**

Will you offer customized price lists to participating entities as required per the pricing terms of Part A? _____ **No** _____ X **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? X **No** _____ **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? _____ **No** _____ X **Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ **No** _____ X **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

X Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ **No** _____ **Yes**
_____ X

If YES, identify which cooperative and the respective expiration date(s).

TIPS – Exp. 5/31/24, NCPA – Exp. 10/31/23 KPN – Exp. 2/28/23 KCDA – Exp. 10/31/21

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

AEPA is a well known and well respected organization. If awarded a contract we would most certainly promote AEPA first and foremost. Our interior sales team and our dealer network would be instructed to promote AEPA above all other contracts and thoroughly trained on the specifics of the contract.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? _____ **No** _____ **Yes**
X

If Yes, please indicate how the rate factor is determined and other cost factors below.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the		

respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms

AEPA 022-A Furniture

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E – Signature Forms – Name of Bidding Company" (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as one (1) single PDF titled "Part E – Signature Forms – Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent’s acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes, I agree	SMS
2. Termination for Cause of Convenience	Yes, I agree	SMS
3. Equal Employment Opportunity	Yes, I agree	SMS
4. Davis-Bacon Act	Yes, I agree	SMS
5. Contract Work Hours and Safety Standards Act	Yes, I agree	SMS
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	SMS
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	SMS
8. Debarment and Suspension	Yes, I agree	SMS
9. Byrd Anti-Lobbying Amendment	Yes, I agree	SMS
10. Procurement of Recovered Materials	Yes, I agree	SMS
11. Profit as a Separate Element of Price	Yes, I agree	SMS
12. General Compliance with Participating Agencies	Yes, I agree	SMS

AmTab Manufacturing Corporation

Name of Business



Signature of Authorized Representative

Steven Samikkannu - Secretary

Printed Name


09/13/2021

Date

Solicitation Affidavit


Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

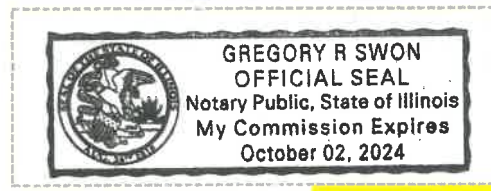
1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Steven Samikkannu	600 Eagle Drive
Authorized Representative (Please print or type)	Mailing Address
Secretary	Bensenville, IL 60106
Title (Please print or type)	City, State, Zip
	09/13/2021
Signature of Authorized Representative	Date

Subscribed and sworn to before me this 13th day of September

Notary Public in and for County of Dupage State of Illinois

My commission expires on October 02, 2024 Signature 



Enter Notary Stamp




Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>AmTab Manufacturing</u>	Date	<u>09/13/2021</u>
Address	<u>600 Eagle Drive</u>	City, State Zip	<u>Bensenville, IL 60106</u>
Contact Person	<u>Greg Swon</u>	Title	<u>Accounting Manager</u>
Authorized Signature		Title	<u>Secretary</u>
Email	<u>greg.swon@amtab.com</u>	Phone	<u>630-301-7600</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency _____

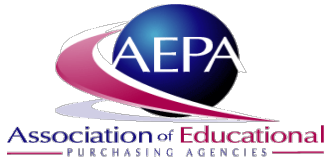
Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>3/1/2022</u>	<u>Or</u>

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their specified/required format, by the due date and time listed for this solicitation. Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation. Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	Required. Signatures Required.
	Part D – Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
	Price List/Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Financial Health Document(s) – Name of Responding Company	Scanned PDF	Required. Not provided by AEPA, Respondent Created
	Exhibit B – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit C – Warranties, Additional Services – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit D – Additional Discounts – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created



Part F.1 - Catalog Discount for Items in a Commercially Available Catalog

AEPA #022-F Furniture

Bidding Company Name: *AmTab Manufacturing Corporation*

Name of Catalog: *AmTab Product Catalog / AmTab 2022 Price List*
(This must be the catalog in effect as of the bid date)

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	AmTab Manufacturing	50%	50% discount off our entire catalog / price list
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Part F.3 – Services Price Schedule

AEPA #022-A Furniture

Bidding Company Name:

AmTab Manufacturing Corporation

NOTE: If your company provides any of the services listed below, please complete the price schedule.

Part F.3 is an OPTIONAL FORM

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Original Content Graphics Design and Development	\$30,204.00	\$15,102.00			Yes
	Design Package	\$26,354.00	\$13,177.00			Yes
	Design Development	\$5,000.00	\$2,500.00			Yes

Installation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Inside Delivery	\$36,106	\$18,053.00			Yes
	Installation	\$36,106	\$18,053.00			Yes
	Furniture Installation	\$45,113	\$22,556.50			Yes
	Interior Decor Installation	\$20,001	\$10,000.50			Yes
	Exterior Decor Installation	\$20,001	\$10,000.50			Yes

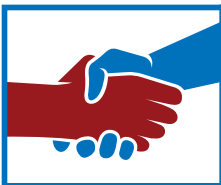
Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Removal of Existing Furniture Fixtures and Equipment	\$46,993	\$23,496.50			Yes
	Interior Decor Site Survey Assessment	\$11,788	\$5,894.00			Yes
	Exterior Décor Site Survey Assessment	\$28,196	\$14,098.00			Yes

*Please detail additional discounts on large projects.



Warranty Statement:



**LIFETIME – LIMITED LIFETIME
WARRANTY**

UNLIMITED LIFETIME WARRANTY FOR THE FIRST 15 YEARS

AmTab® warrants products purchased here-under to be free of defects in materials and workmanship for a period of fifteen (15) years from the date of shipment.

LIMITED LIFETIME WARRANTY AFTER THE FIRST 15 YEARS

AmTab® will provide full product support.

UNLIMITED LIFETIME WARRANTY

- All Operating Mechanisms
- All Weld Joints
- All Dyna-Rock™ Edges

Unless Considered Unenforceable Or Unlawful Under Applicable Law:

A. All implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose are hereby excluded.

B. Purchaser's remedy, if any, for any defective products shall be limited to a refund, replacement or adjustment by AmTab® of the products at AmTab's® option, and shall in no event include damages of any kind, whether incidental, consequential or otherwise.

Warranty Does Not Apply To:

Expected regular wear and tear; Failure to maintain products in original condition; Abuse and misuse; Accident; Alteration, editing, or modification of the product; Utilizing foreign components in the place of AmTab® components in any of the products; Damage caused by cleaning chemicals; Rust or corrosion caused by not completely drying the product after cleaning; Exposure to moisture, humidity, temperature, or the elements causing damage to the product; Freight damage and shipping damage; Natural Disasters; Unforeseen Negative Events; Other AmTab® Considerations

Terms and Conditions are subject to change without notice from time to time in AmTab's® sole discretion

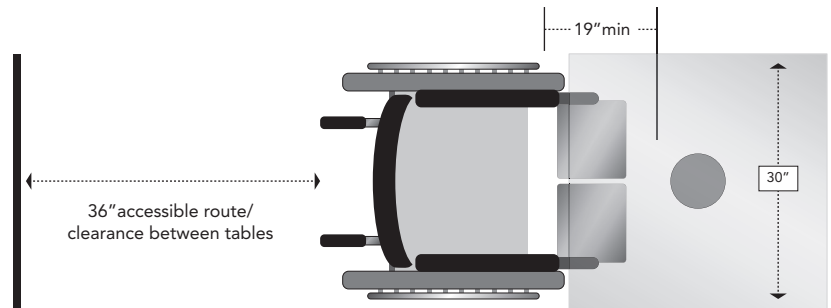
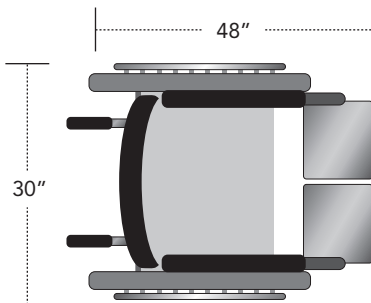
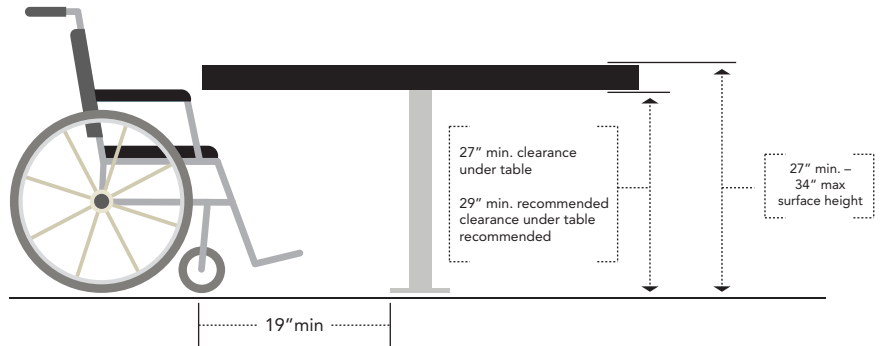
Effective Date is for products shipped after August 1, 2020



AmTab® is a leading global supplier of furnishings. AmTab® designs, manufactures, and furnishes high quality ADA products in complete accordance with ADA Standards for Accessible Design from the Department of Justice and all local ADA accessibility requirements. We are always dedicated to serving the marketplace with high quality products and services.

General Guidelines for ADA including but not limited to:

- Table height 34" maximum, 28" minimum
- Knee clearance 27" minimum (from floor to bottom of table surface)
- Clear floor area of 30" by 48" needed at each seating area
- Knee clearance extends at least 19" under the table





MISSION STATEMENT

AmTab® is a world-class American designer, manufacturer, and furnisher of high-impact learning environments. All AmTab® products and services help create inspiring learning environments and transformational learner experiences.

ENVIRONMENTAL POLICY

AmTab® has always been committed to being environmentally friendly, sustainable, and responsible. We love our planet and build products that are earth-friendly. Through our designing, manufacturing, packaging, transportation, and furnishing processes, we follow all local, state and federal environmental standards. Our goal is to implement business practices that incorporate life-cycle thinking into the design, manufacture, use, and the end-of-life management of our products to prevent pollution and waste, and work towards the continuous improvement of our environmental performance. Our environmental policy and related goals will continue to be clearly communicated to our employees, dealers, suppliers, customers, and partners. Together, we are making a strong positive impact.

DESIGN FOR ENVIRONMENT AND DURABILITY

AmTab® takes into account the impact that our products have on the environment and strategically designs them to maximize their sustainability. AmTab® incorporates renewable, recycled, and recyclable materials; uses cutting edge technology to make design considerations for the environment; and, addresses the end-of-life management and recovery options for the materials that make up our products. AmTab® uses materials from the Sustainable Forestry Initiative. AmTab® uses Environmentally Preferable Products as certified by the Composite Panel Association. AmTab® packaging materials are from recycled products. AmTab® will design and manufacture products that have a long useful life and can withstand repeated use and handling. AmTab® products are MAS Green Certified.

CHEMICAL MANAGEMENT

AmTab® works to mindfully reduce and eliminate chemicals that are hazardous to human and ecosystem health throughout our manufacturing facility. We maintain Safety Data Sheets both electronically and hard copy for easy access by both our office and factory personnel.

TRANSPORTATION

AmTab® is committed to reducing transportation related emissions through idling reductions, carrier selection, and reductions in unnecessary intercompany movement. We have consolidated our manufacturing and warehouse operations and reduced our truck fleet to minimal use. We always strive to maximize efficiency and minimize footprint when shipping products.

ELECTRONIC MEETINGS, COMMUNICATIONS, AND MESSAGING

AmTab® has been continuously utilizing technology and technological advances to operate in an effort to minimize and eliminate consumption of resources and reduce waste. AmTab® utilizes electronic meetings, communications, and messaging throughout the global footprint. AmTab® has converted many legacy paper-based documentation processes to modern electronic file management systems saving materials, time, and effort. In addition, AmTab® has invested in a robust website and related portal to access critical information without the need for paper-based materials. Electronic communications are the norm at AmTab®.



AmTab®, as a leading supplier of furnishings, takes into consideration a variety of industry leading fire and flammability standards and recommendations in designing, manufacturing, and furnishing high quality products including the United States Consumer Product Safety Commission considerations and ASTM considerations. We are dedicated to serving the marketplace with high quality products and services.

CORE SEATING:

- California Technical Bulletin 117-2013 Section 1 **Passed**
- UFAC **Class 1**
- NFPA 260 **Class 1**
- NY / NJ Port Authority (FTMS 191-5903) **Passed**
- Boston Fire Code BFD 1X-1 **Passed**
- FAA 25.853 (a) **Passed**
- NFPA 701 (Small Scale) **Passed**
- ASTM E-84 (Adhered) Class A or 1 **Passed**
- Federal Specification CID A-A-2950 **Passed**
- MVSS 302 **Passed**
- BIFMA **Class 1**
- IMO FTP MSC 307 (88) Part 8, 3.1 & 3.2 **Passed**

FABRIC SEATING:

- California Technical Bulletin 117-2013 Section 1 **Passed**
- UFAC **Class 1**
- NFPA 260 **Class 1**
- NY / NJ Port Authority (FTMS 191-5903) **Passed**
- Boston Fire Code BFD 1X-1 **Passed**
- FAA 25.853 (a) **Passed**
- Federal Specification CID A-A-2950 **Passed**
- MVSS 302 **Passed**
- BIFMA **Class 1**
- IMO FTP MSC 307 (88) Part 8, 3.1 & 3.2 BS 5852 (Crib 5) **Passed**
- BS EN 1021-1:1994 (Cigarette) **Passed**
- BS EN 1021-2:1994 (Match) **Passed**



I. SCOPE OF PLAN

This is the Affirmative Action Plan for AmTab® Manufacturing, which covers and is applicable to all facilities owned or operated by AmTab® Manufacturing. All Affirmative Action programs in the various locations are coordinated through a single Affirmative Action Officer as designated under Section IV- Program Responsibility of this plan. All correspondence regarding this plan should be directed to the Company Affirmative Action Officer.

II. POLICY STATEMENT

We conform to all the laws, statutes, and regulations concerning equal employment opportunities and affirmative action. We strongly encourage women, minorities, individuals with disabilities and veterans to apply for our job openings. We are an equal opportunity employer and all qualified applications will receive consideration for employment without regard to race, religion, pregnancy, color, national

origin, ancestry, disability, military or veteran status, sexual orientation, sex, age (except where sex or age is a bona fide occupational qualification), Genetic Information and Testing, Family & Medical Leave status, arrest and conviction records, or any other characteristic protected by law. We prohibit retaliation against individuals who bring forth any complaint, orally or in writing, to the employer or the government, or against any individuals who assist or participate in the investigation of any complaint or otherwise oppose discrimination.

The Employee Resources Director shall be responsible for initiating and coordinating all recruitment activities necessary to meet current and projected staffing needs. The recruitment program shall be tailored to number and types of positions to be filled and to labor market conditions. Special emphasis shall be placed on

recruitment efforts to attract minorities, women and other groups that are under-represented in the work force.

III. AFFIRMATIVE ACTION PLAN

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Presidential Executive Order #11246; Revised Order #4; OFCC Affirmative Action Guidelines; and Title XXIX, Chapter 1607 of the Code of Federal Regulations, the Age Discrimination in Employment Act, the Americans with Disabilities Act of 1990, and the Civil Rights Act of 1991, establishing in substance the elimination of discriminatory employment practices based upon race, color, national origin, religion, sex and age and conferring on the Justice Department and Equal Opportunity Commission the responsibility for elimination of discrimination on State and local levels, are adopted by reference and incorporated by AmTab® Manufacturing. The Company

also subscribes to the non-discrimination laws and regulations passed by Federal and State Governments. Therefore, all Company policies, procedures, rules and regulations of all departments, agencies, facilities, and the provisions of labor contracts are required to be in compliance with the above laws and orders. The Company will take affirmative action, when necessary, to achieve handicapped accessibility, and nondiscrimination in contract compliance or employment practices, in accordance with Federal and State laws.

IV. PROGRAM RESPONSIBILITY

The Affirmative Action Officer for AmTab® Manufacturing shall be the Employee Resources Director. The Affirmative Action Officer may review all departmental policies and procedures, rules and regulations, and shall have access to all personnel files, documents, investigative reports, and any documents or information pertinent to the maintenance of the Affirmative Action Program. The Affirmative Action Officer will have the responsibility of resolving complaints of discrimination and identifying problems and participating in problem resolution. The Officer will also serve as the liaison between AmTab® Manufacturing and compliance agencies and other community organizations as necessary. Such Officer may participate in any programs or

policies relative to the training, promotion, transfer or discipline of any person in the employ of the Company.

V. DISSEMINATION OF THE EEO/AA PROGRAM

A. Dissemination of policy within the Company: The Affirmative Action Plan is posted on the Internet and Intranet under the AmTab® Manufacturing Employee Resources Department EEOC/Civil Rights page: www.amtab.com and available to the public and employees. The Affirmative Action Plan is also posted on the Employee Resources Department bulletin board. In addition, various posters, such as “Equal Opportunity is the Law”.

The Affirmative Action Plan is reviewed periodically with department heads and managers, along with instruction on the laws and regulations regarding Equal Employment Opportunity and Affirmative Action. The Affirmative Action Plan is communicated to employees periodically by written and oral communication to all departments. New employees are informed of the policy as part of the orientation program.

B. Dissemination of policy outside AmTab® Manufacturing: All recruiting sources for Company employment will be informed of the Company’s intent to abide by Equal Opportunity law and such recruiting sources will be expected to

refer candidates for job openings without discrimination against properly qualified individuals solely because of their race, religion, pregnancy, color, national origin, ancestry, disability, military or veteran status, sexual orientation, sex, age (except where sex or age is a bona fide occupational qualification), Genetic Information and Testing, Family & Medical Leave status, arrest and conviction records, or any other characteristic protected by law. All recruitment ads will include the phrase “AA/EEO” and the job postings and the application will include the Company’s equal employment opportunity policy statement. Individuals requesting the Affirmative Action Plan will be directed to the Company’s website. If they request a paper copy, one will be provided free of charge.

C. General: The Affirmative Action Plan is written in English. In specific cases where another language is needed or for persons who are visually impaired, readers, translators, and/or interpreters are available upon request free of charge.

VI. WORKFORCE ANALYSIS

The Workforce Analysis is attached in the following Exhibits. This data shows relationships between the Company's workforce and that of the relevant labor market for AmTab® Manufacturing. The data reported for AmTab® Manufacturing is taken from payroll records in conformance with the federal EEO-4 report. The Affirmative Action plan will be updated every other year in conjunction with the federal EEO-4 reporting requirements.

VII. GOALS

A. Identification of Problem Areas:

In reviewing the Company's workforce statistics, there continues to be a higher percentage of men than women in AmTab® Manufacturing employment.

There are some employment classes and departments, which are over represented by one gender. The number of full-time and part-time minorities employed by AmTab® Manufacturing outweighs the AmTab® Manufacturing labor force data.

B. Goal Statement: In order to broaden the base of applicants, AmTab® Manufacturing has utilized an in-house recruiter as a source for applications to fill vacancies. Many applicants register, including those minorities with statistically high unemployment rates. Because this program has been responsive, AmTab® Manufacturing

will continue to utilize this method for the current plan years. AmTab® Manufacturing has a website, www.amtab.com, which can be utilized to view all current vacancies by any person with computer access. AmTab® Manufacturing will make an effort to hire males/females in non-traditional areas of employment.

AmTab® Manufacturing has a Diversity Affairs Commission which exists to achieve racial and ethnic equity and advocate for minority populations throughout AmTab® Manufacturing, to foster cross-cultural understanding and embrace our diversity. AmTab® Manufacturing Employee Resources Department provides staff support to the Diversity Affairs Commission.

C. Action Plan and Timetable: Hiring goals will be targeted but are subject to position openings, job related testing requirements, licenses, and required job related qualifications. Underrepresented segments of the AmTab® Manufacturing workforce will receive special attention with the goal of increasing employment of these groups.

D. Evaluation: The AmTab® Manufacturing Affirmative Action Plan will be reviewed, at least annually, and Company employment and new hires will be reviewed based upon EEO-4 report

information from which employment data is drawn, to determine status and degree of change of employment.

The attainment of Action Plan goals and evaluation of this Affirmative Action Plan is the responsibility of the Affirmative Action Officer, which is the Employee Resources Director of AmTab® Manufacturing.

Prepared By
Greg Swon, Employee Resources Director /
Affirmative Action Officer
Dated: June 1, 2020

Affirmative Action Plan

	Labor Force Analysis	
	Number	Percent
Total Labor Force	187	100%
MALE	163	87%
FEMALE	24	13%
TOTAL MINORITY M/F	167	89%
Black or African American	2	1%
Hispanic or Latino	156	83%
Asian	9	5%
Native Hawaiian or Other Pacific Islander	0	0%
American Indian OR Alaskan Native	0	0%
Two or More Races (Non Hispanic or Latino)	0	0%

Affirmative Action Plan

EEOC INFORMATION AS OF 6/11/20 – REGULAR EMPLOYEES

EEOC Category	White				Black				Hispanic or Latino				Asian				Native American				Native Hawaiian or Other Pacific Islander				Two or More Races (Non-Hispanic or Latino)							
	M	%	F	%	M	%	F	%	M	%	F	%	M	%	F	%	M	%	F	%	M	%	F	%	M	%	F	%				
Executive Staff	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	3	1%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Office Staff	11	6%	8	4%	0	0%	1	1%	8	5%	5	2%	5	3%	1	1%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Warehouse Staff	2	1%	0	0%	1	1%	0	0%	127	68%	8	5%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Maintenance Staff	1	1%	0	0%	0	0%	0	0%	5	2%	2	1%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%



THIS CERTIFIES THAT

AmTab Manufacturing Corporation



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

*NAICS Code(s): 337127

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

01/31/2021

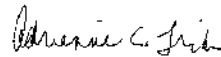
Issued Date

CH08955

Certificate Number

01/31/2022

Expiration Date

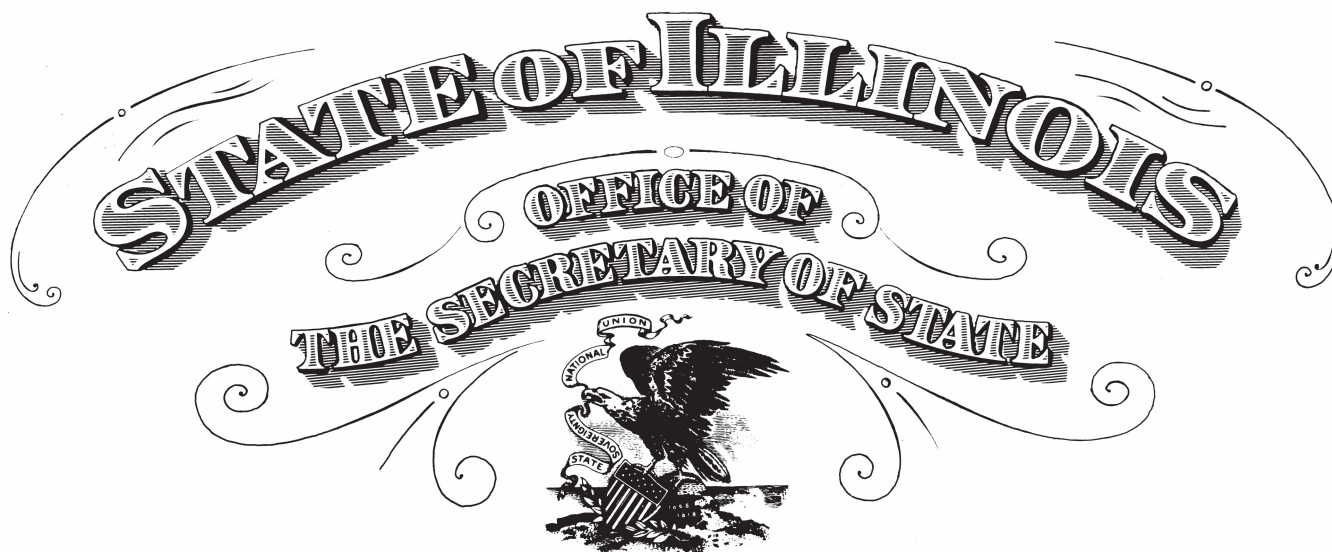

Adrienne Trimble


J. Vincent Williams / CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

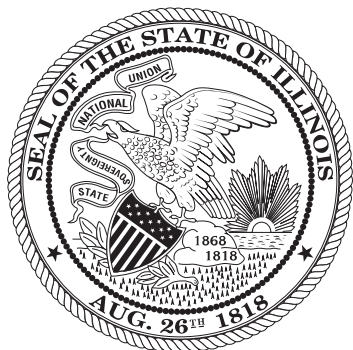


To all to whom these Presents Shall Come, Greeting:

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

AMTAB MANUFACTURING CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 14, 2006, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 24TH day of SEPTEMBER A.D. 2020 .



Jesse White



MAS Certified Green® Certificate of Compliance Low-Emitting Materials

Awarded to:

AMTAB MANUFACTURING CORP. OF BENSENVILLE, IL

600 EAGLE DRIVE; ZIP CODE: 60106

Category:

Educational Furniture - Tables

Cert. Scheme:

VOC Emissions

Accredited

Standards &:

ANSI/BIFMA e3-2019 Sections 7.6.1, 7.6.2, 7.6.3

classroom furniture

Test Methods:

California Dept. of Public Health Standard Method v1.2

classroom furniture

*Conforms

LEED v4.1 ID+C, BD+C

low-emitting material

With:

CHPS 2019 Core Criteria 3.0 EQ C6.1.4

furniture & furnishings

Criteria of MAS Certified Green® Program

low-emitting material

Bracketed

Products Bracket

Products:

(see page 2 for list of bracketed products)

Test Date:

September 9, 2020

Report No.:2000522

Certificate No.:MAS2000522

valid September 2020 to September 2021



Product Certifier, MAS Certified Green CT

Laboratory Testing by [Materials Analytical Services, LLC](#) - ISO/IEC 17025:2017

Page 1 Of 2

3rd Party Product Certification by [MAS Certified Green®](#) - ISO/IEC 17065:2012

*outside of A2LA accreditation scope

Testing Cert. # 2925.01
Product Cert. # 2925.02

3945 Lakefield Ct. · Suwanee, Ga. · 770-866-3206 · <http://www.mascertifiedgreen.com/>



MAS Certified Green® Certificate of Compliance Low-Emitting Materials

Awarded to:

AMTAB MANUFACTURING CORP. OF BENSENVILLE, IL

600 EAGLE DRIVE; ZIP CODE: 60106

Category:

Educational Furniture - Tables

Cert. Scheme:

VOC Emissions

Bracketed
Products:

Mobile Tables and General Line Bracket

- | | |
|-------------------------------|-------------------------------|
| Dynalite ABS Tables | Café' & Pedestal Tables |
| Utility & Art Tables | Science Lab Tables |
| Folding Tables & Benches | Computer & Technology Tables |
| Activity Tables | Conference & Classroom Tables |
| Whiteboard Tables | Mobile Booth Systems |
| Wheelchair Accessible Tables | Mobile Tables & Benches** |
| Training & Seminar Tables | Condiment Cabinets |
| Waste & Recycling Receptacles | Partitions |

**Product tested as representative exemplar for products listed above.

Test Date:

September 9, 2020

Report No.: 2000522

Certificate No.: MAS2000522

valid September 2020 to September 2021



Product Certifier, MAS Certified Green CT

Laboratory Testing by [Materials Analytical Services, LLC](#) - ISO/IEC 17025:2017

Page 2 Of 2

3rd Party Product Certification by [MAS Certified Green®](#) - ISO/IEC 17065:2012

*outside of A2LA accreditation scope

Testing Cert. # 2925.01
Product Cert. # 2925.02

3945 Lakefield Ct. · Suwanee, Ga. · 770-866-3206 · <http://www.mascertifiedgreen.com/>



Low-Emitting Materials Certificate of Compliance

Awarded to:

AMTAB MANUFACTURING CORP. OF BENSENVILLE, IL

600 EAGLE DRIVE; ZIP CODE: 60106

Category:

Educational Furniture - Tables

Cert. Scheme:

VOC Emissions

Accredited

Standards &:

ANSI/BIFMA e3-2019 Sections 7.6.1, 7.6.2, 7.6.3

classroom furniture

Test Methods:

California Dept. of Public Health Standard Method v1.2

classroom furniture

*Conforms

LEED v4.1 ID+C, BD+C

low-emitting materials

With:

CHPS 2019 Core Criteria 3.0 EQ C6.1.4

furniture & furnishings

Criteria of MAS Certified Green® Program

low-emitting materials

Bracketed

Products:

Activity Tables, Training & Seminar Tables, Café' & Pedestal Tables**, Cafe' Stools, Mobile Tables & Benches, Plywood Core Tables, Folding Tables & Benches.

****Product tested as representative exemplar for products listed above.**

Test Date:

September 14, 2020

Report No.:2000526

Certificate No.: MAS2000526

valid September 2020 to September 2021



Testing Cert. # 2925.01
Product Cert. # 2925.02

Product Certifier, MAS Certified Green CT

Laboratory Testing by [Materials Analytical Services, LLC](#) - ISO/IEC 17025:2017

3rd Party Product Certification by [MAS Certified Green®](#) - ISO/IEC 17065:2012

*outside of A2LA accreditation scope

3945 Lakefield Ct. · Suwanee, Ga. · 770-866-3200 · <http://www.mascertifiedgreen.com>

CERTIFICATE OF COMPLIANCE

Certificate Number 20140213-SA32495
Report Reference SA32495-20070625
Issue Date 2014-FEBRUARY-13

Issued to: AMTAB MFG CORP
652 N HIGHLAND AVE
AURORA IL 60506


**This is to certify that
representative samples of**

FOLDING ROLLAWAY TABLES
Folding rollaway tables, Models MCB6-27, MCB7-27, MCB8-27,
MCB6-29, MCB7-29 and MCB8-29.

Have been investigated by UL in accordance with the
Standard(s) indicated on this Certificate.

Standard(s) for Safety: UL 2040-Standard for Safety for Folding Rollaway Tables
Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Listing Mark should be considered as being covered by UL's
Listing and Follow-Up Service.

The UL Listing Mark generally includes the following elements: the symbol UL in a circle:  with the
word "LISTED"; a control number (may be alphanumeric) assigned by UL; and the product category
name (product identifier) as indicated in the appropriate UL Directory.

Look for the UL Listing Mark on the product.



William R. Carney, Director, North American Certification Programs
UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please
contact a local UL Customer Service Representative at www.ul.com/contactus



CERTIFICATE OF COMPLIANCE

Certificate Number 20140213-SA32495
Report Reference SA32495-20070626
Issue Date 2014-FEBRUARY-13

Issued to: AMTAB MFG CORP
652 N HIGHLAND AVE
AURORA IL 60506


**This is to certify that
representative samples of**

FOLDING ROLLAWAY TABLES
Folding rollaway tables, Models MBT8-27, MBT10-27, MBT12-27, MBT8-29, MBT10-29 and MBT12-29.

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: UL 2040-Standard for Safety for Folding Rollaway Tables
Additional Information: See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Listing Mark should be considered as being covered by UL's Listing and Follow-Up Service.

The UL Listing Mark generally includes the following elements: the symbol UL in a circle:  with the word "LISTED"; a control number (may be alphanumeric) assigned by UL; and the product category name (product identifier) as indicated in the appropriate UL Directory.

Look for the UL Listing Mark on the product.



William R. Carney, Director, North American Certification Programs
UL LLC

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CERTIFICATE OF COMPLIANCE

Certificate Number 20140213-SA32495
Report Reference SA32495-20080122
Issue Date 2014-FEBRUARY-13


Issued to: AMTAB MFG CORP
652 N HIGHLAND AVE
AURORA IL 60506

This is to certify that representative samples of FOLDING ROLLAWAY TABLES
Folding rollaway tables, Models MST8-8, MST10-12, MST12-12 and MST12-16.

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: UL 2040-Standard for Safety for Folding Rollaway Tables
Additional Information: See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Listing Mark should be considered as being covered by UL's Listing and Follow-Up Service.

The UL Listing Mark generally includes the following elements: the symbol UL in a circle:  with the word "LISTED"; a control number (may be alphanumeric) assigned by UL; and the product category name (product identifier) as indicated in the appropriate UL Directory.

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CERTIFICATE OF COMPLIANCE

Certificate Number 20140213-SA32495
Report Reference SA32495-20080123
Issue Date 2014-FEBRUARY-13


Issued to: AMTAB MFG CORP
652 N HIGHLAND AVE
AURORA IL 60506

This is to certify that representative samples of FOLDING ROLLAWAY TABLES
Folding rollaway tables, Models MSR608 and MBR604.

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: UL 2040-Standard for Safety for Folding Rollaway Tables
Additional Information: See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Listing Mark should be considered as being covered by UL's Listing and Follow-Up Service.

The UL Listing Mark generally includes the following elements: the symbol UL in a circle:  with the word "LISTED"; a control number (may be alphanumeric) assigned by UL; and the product category name (product identifier) as indicated in the appropriate UL Directory.

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William R. Carney, Director, North American Certification Programs
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CERTIFICATE OF COMPLIANCE

Certificate Number 20140717-SA32495
Report Reference SA32495-20140714
Issue Date 2014-JULY-17

Issued to: AMTAB MFG CORP
652 N HIGHLAND AVE
AURORA IL 60506


**This is to certify that
representative samples of**

FOLDING ROLLAWAY TABLES
Models ACB6-27, ACB7-27, ACB8-27, ACB6-29, ACB7-29
and ACB8-29.

Have been investigated by UL in accordance with the
Standard(s) indicated on this Certificate.

Standard(s) for Safety: UL 2040 Folding Rollaway Tables
Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Listing Mark should be considered as being covered by UL's
Listing and Follow-Up Service.

The UL Listing Mark generally includes the following elements: the symbol UL in a circle:  with the
word "LISTED"; a control number (may be alphanumeric) assigned by UL; and the product category
name (product identifier) as indicated in the appropriate UL Directory.

Look for the UL Listing Mark on the product.



William R. Carney, Director, North American Certification Programs
UL LLC

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contact a local UL Customer Service Representative at www.ul.com/contactus



CERTIFICATE OF COMPLIANCE

Certificate Number 20140717-SA32495
Report Reference SA32495-20140715
Issue Date 2014-JULY-17


Issued to: AMTAB MFG CORP
652 N HIGHLAND AVE
AURORA IL 60506

This is to certify that representative samples of FOLDING ROLLAWAY TABLES
Model MBE10-29.

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: UL 2040 Folding Rollaway Tables
Additional Information: See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Listing Mark should be considered as being covered by UL's Listing and Follow-Up Service.

The UL Listing Mark generally includes the following elements: the symbol UL in a circle:  with the word "LISTED"; a control number (may be alphanumeric) assigned by UL; and the product category name (product identifier) as indicated in the appropriate UL Directory.

Look for the UL Listing Mark on the product.



William R. Carney, Director, North American Certification Programs
UL LLC

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CERTIFICATE OF COMPLIANCE

Certificate Number 20140717-SA32495
Report Reference SA32495-20140716
Issue Date 2014-JULY-17


Issued to: AMTAB MFG CORP
652 N HIGHLAND AVE
AURORA IL 60506

This is to certify that representative samples of FOLDING ROLLAWAY TABLES
Model MSE1012-29.

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: UL 2040 Folding Rollaway Tables
Additional Information: See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Listing Mark should be considered as being covered by UL's Listing and Follow-Up Service.

The UL Listing Mark generally includes the following elements: the symbol UL in a circle:  with the word "LISTED"; a control number (may be alphanumeric) assigned by UL; and the product category name (product identifier) as indicated in the appropriate UL Directory.

Look for the UL Listing Mark on the product.



William R. Carney, Director, North American Certification Programs
UL LLC

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Association of Educational Purchasing Agencies
Tabulation Report IFB #022-A - Furniture
Vendor: BioFit Engineered Products limited Partnership

General Comments: The Financial Soundness Report for BioFit was emailed to George Wilson at georgewilson.aepa@outlook.com. Attached is a copy of the email sent to him

General Attachments: AEPA 022-A Part F Discount Pricing Workbook - Furniture - Final_Amended 8.16.2021 BioFit.xlsx
AEPA IFB#022-A Furniture BioFit.pdf
BioFit 2020 Multipurpose Carts Brochure 1119 FINAL LoRes.pdf
All price lists on file;
request as needed. BioFit 2020 Seating Catalog 1119 FINAL LoRes.pdf
BioFit 2020 Tables Catalog 1119 FINAL LoRes.pdf
BioFit Authorized Dealer List AEPA#022-A.pdf
Dealer list is confidential;
request as needed. BioFit-green-initiative-sheet.pdf
Biofit Return Policy.pdf
BioFit Seating Table, Carts 2021 List Price 7-01-21 - V2.pdf
Email Sending AEPA #022-A Part D Questionnaire Financial Soundness Report.pdf
Vendor Contact Form.docx
Warranty BioFit.pdf

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
N/A	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
X	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	Required. Signatures Required.
X	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
X	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
X	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
X	Price List/Catalog – Name of Responding Company	Upload PDF	Required.
X	Exhibit A – Financial Health Document(s) – Name of Responding Company	Scanned PDF	Required. Not provided by AEPA, Respondent Created
X	Exhibit B – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
X	Exhibit C – Warranties, Additional Services – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit D – Additional Discounts – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

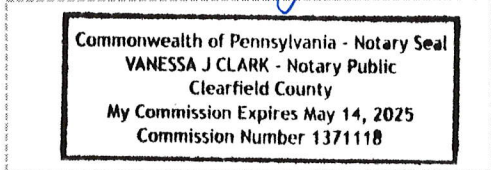
1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Tina M. Rader	110 Walton St. Suite 1
Authorized Representative (Please print or type)	Mailing Address
Contracts Manager	Philipsburg Pa 16866
Title (Please print or type)	City, State, Zip
<i>Tina M Rader</i>	9/2/2021
Signature of Authorized Representative	Date

Subscribed and sworn to before me this 2 day of September

Notary Public in and for County of Clearfield State of Pennsylvania

My commission expires on 5-14-2025 Signature Vanessa J. Clark



Enter Notary Stamp



Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>BioFit Engineered Products Limited Partnership</u>	Date	<u>9/2/2021</u>
Address	<u>1550 Biofit Way</u>	City, State Zip	<u>Bowling Green, OH 43402</u>
Contact Person	<u>Tina M. Rader</u>	Title	<u>Contracts Manager</u>
Authorized Signature	<u><i>Tina M. Rader</i></u>	Title	<u>Contracts Manager</u>
Email	<u>visit@biofitcontracts.com</u>	Phone	<u>814-342-7000</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>3/1/2022</u>	Or

Company Information

Name of Company: BioFit Engineered Products Limited Partnership

Company Address: P.O. Box 109

City, State, zip code: Waterville, OH 43566-109

Website: www.biofit.com

Contact Person: Tina M. Rader

Title: Contracts Manager

Phone: 814-342-7000

Email: visit@biofitcontracts.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: _____ public company privately owned company

In what year was this business started under its present name? December 30, 1992

Under what additional, or, former name(s) has your business operated? N/A

Is this business a corporation? No _____ Yes. If yes, complete the following:

Date of Incorporation: _____

State of Incorporation: _____

Name of President: _____

Name(s) of Vice President(s): _____

Name of Treasurer: _____

Name of Secretary: _____

Is this business a partnership? _____ No Yes. If yes, complete the following:

Date of Partnership: December 30, 1992

State Founded: Delaware

Type of Partnership, if applicable: Limited

Name(s) of General Partner(s): BioFit Engineered Products Inc

Is this business individually owned? No _____ Yes. If yes, complete the following:

Date of Purchase: _____

State Founded: _____

Name of Owner/Operator: _____

Is this business different from those identified above? No _____ Yes

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? No _____ Yes

Is this business minority-owned?

No Yes

Does this business have an Affirmative Action plan/statement?

No Yes

**BioFit has a valid New Jersey State Certificate of Employee Report & Certificate

Business Headquarter Location

Business Address	15500 BioFit Way
City, State, zip code	Bowling Green, OH 43402
Phone	(419) 823-1089
How long at this address?	28 years

Business Branch Location(s)

Branch Address	N/A
City, State, zip code	N/A
Branch Address	N/A
City, State, zip code	N/A
Branch Address	N/A
City, State, zip code	N/A
Branch Address	N/A
City, State, zip code	N/A

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business’s annual sales for in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	\$2,507,630	\$1,748,063	\$1,027,074
Higher Education Institutions	\$2,103,272	\$1,930,512	\$1,098,682
Counties, Cities, Townships, Villages	-	-	-
States	\$1,714	\$18,485	\$20,311
Other Public Sector & Non-profits	\$4,046	\$190,857	\$85,196
Private Sector	\$11,140,342	\$9,158,060	\$5,971,224
Total	\$15,757,004	\$13,045,977	\$8,202,487

Provide your business’s annual sales for **products and services that meet this solicitation’s scope of work** in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	\$2,507,630	\$1,748,063	\$1,027,074
Higher Education Institutions	\$2,103,272	\$1,930,512	\$1,098,682
Counties, Cities, Townships, Villages	-	-	-
States	\$1,714	\$18,485	\$20,311
Other Public Sector & Non-profits	\$4,046	\$190,857	\$85,196
Private Sector	\$11,140,342	\$9,158,060	\$5,971,224
Total	\$15,757,004	\$13,045,977	\$8,202,487

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Tina M. Rader	Contracts Manager	814-342-7000	visit@biofitcontracts.com
Sales Manager	Matt Coyne	National Sales Manager	800-597-0246	Matt.Cyone@biofit.com

Customer & Support Manager	Sandra Metzger	Customer Service Manager	800-597-0246	sandra.metzger@biofit.com
Distributors, Dealers, Installers, Sales Reps	Matt Coyne	National Sales Manager	800-597-0246	Matt.Cyone@biofit.com
Consultants & Trainers	Tim Evans	Quality	800-597-0246	Tim.evans@biofit.com
Technical, Maintenance & Support Services	Tim Evans	Quality	800-597-0246	Tim.evans@biofit.com
Quotes, Invoicing & Payments	Julie Heuerman	Accounting Manager	800-597-0246	julie.heuerman@biofit.com
Warranty & After the Sale	Tim Evans	Quality	800-597-0246	Tim.evans@biofit.com
Financial Manager	Jim Connell	Chief Financial Officer	800-597-0246	jim.connell@biofit.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
See Master Dealer Excel Sheet		

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

We do quarterly sales training for our reps out in the field and individual training of our HQ office. We take them through the contract details.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Biofit has Sales representatives in everystate and multiple dealers that make up a large dealer network.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Our products are unique in the market. We offer Ergonomic seating, Cafateria tables and book trucks.

If offering Design Services in your response, describe how the process works between your company and the customer.

We offer a free 2D lay out to customers. Customer simply need to ask for a layout and we will assist from there.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

See Master Dealer List Excel Sheet

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
See Master Dealer List Excel Sheet		

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

We only sell through 750+ independent dealers. They perform our service work and the customer can choose from the list of vendors that they are familiar with and customers can ask that we approve their preferred dealer. ALL dealers must be credit approved and licensed in the state they are located to do business and collect sales tax.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

See Master Dealer List Excel Sheet

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

We currently work with all size companies and MWBE business

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

N/A

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

N/A

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Liz Sworden	Marketing Coordinator	800-597-0246	liz.sworden@biofit.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

NEOCON, PittCon, numerous state ASBO and NSBA conferences.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

We do email to customers and dealers. Provide training to our dealers and reps about the contract. We do webinars about the contract.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit B – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

Website listing of the contract. Trade Show Signage referencing the contract. Biofit News Letter that goes out to over 750+ dealers nationwide and more than 3000 Architects & Interior Designers. Participation in State School Business Officials shows. Several of our dealers (Staples Business, Grainger, Global) have many locations not listed on our sheet. We only listed those locations we invoice.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Our products are Greenguard Certified. Specifiers of any BioFit seating or table products for use in commercial interiors are now eligible to receive credit under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) program, Our full line of seating products is compliant with indoor air quality requirements in accordance with ANSI/BIFMA protocol M7.1.2011 and subsequently, also rated compliant with USGBC standard LEED CI EQ Credit 4.5 Low Emitting Material, System Furniture and Seating, option C. Additionally, all four of our table lines are GREENGUARD Gold certified by Underwriters Laboratories for low emission of volatile organic compounds as a result of passing rigorous testing, allowing specifiers of our tables to qualify for LEED program credits. Voluntarily undergoing and meeting rigid indoor air quality testing standards such as these reinforces BioFit's commitment to protecting the wellbeing of the environment as well as our end-use customers.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

All of our products meet Greenguard, Tables meet UL and seating meets BIFMA.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

See above & BioFit environment Statement Attached

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

All products meet Greenguard Gold.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

N/A

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Colorado	Undecided	<u>Yes</u>	<u>X</u>	<u>X</u>
Connecticut	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Florida	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Georgia	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Illinois	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Indiana	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Iowa	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Kansas	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Kentucky	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Massachusetts	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Michigan	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Minnesota	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Missouri	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Montana	yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Nebraska	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
New Jersey	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
New Mexico	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
North Dakota	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Ohio	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Oregon	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Pennsylvania	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
South Carolina	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Texas	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Virginia	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Washington	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
West Virginia	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Wisconsin	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>
Wyoming	Yes	<u>Yes</u>	<u>X</u>	<u>X</u>

e-Commerce: Does this business have an e-commerce website? X **No** **Yes**

If YES, what is the website? _____

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? **No** X **Yes**

Does this business have a toll-free customers support phone option? **No** X **Yes**

Does this business offer local customer and support service options? **No** X **Yes**

State your normal delivery time (in days) and any options for expediting delivery.
42 Days

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?
Fill orders

Describe your company's payment terms as well as any quick pay discounts.
Payment 30Days

State your company's return policy and any applicable State restocking fees.
Returns: General BioFit reserves the right to refuse return of any merchandise unless it is determined to be BioFit's responsibility. Any merchandise accepted for return must have prior written authorization and may be subject to a 25% restocking charge. Table Return Policy: BioFit quality tables are hand-crafted in our factory in Bowling Green, Ohio on an as-ordered basis. Only our most standard tables, in our most standard colors, will be accepted for return unless BioFit has made a manufacturing error. Product cannot be returned without prior written approval by BioFit headquarters (please call us at 1-800-597-0246 for a return authorization number if your order meets our return criteria). To be considered for return, standard products must meet the following conditions: Return must be requested no more than 15 days after receipt of goods. Tables must be new and unused. Product must be protected for shipment with adequate packaging to protect them for the entire shipment and shipped pre-paid. Even in cases of standard product, returns will be subject to the following: 25% re-handling charge. Original freight charges to the destination and return freight back to BioFit. 100% of the product cost in the event of return shipping damage caused by inadequate packaging or carrier mishandling.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
Our web site, chair builder on our web site.

Pricing

Is your pricing methodology guaranteed for the term of the contract? _____ **No** X **Yes**

Will you offer customized price lists to participating entities as required per the pricing terms of Part A? _____ **No** X **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? _____ **No** X **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? _____ **No** X **Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ **No** X **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

XXX___ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? X No Yes

If YES, identify which cooperative and the respective expiration date(s).

Click or tap here to enter text.

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

Click or tap here to enter text.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X No Yes

If Yes, please indicate how the rate factor is determined and other cost factors below.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	

9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	
--	---	--

Exceptions

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation



Bid IFB #022-A - Furniture

Bid Type **IFB**
 Bid Number **022-A**
 Title **Furniture**
 Start Date **Jul 20, 2021 3:30:48 PM EDT**
 End Date **Sep 14, 2021 1:30:00 PM EDT**
 Agency **Association of Educational Purchasing Agencies**
 Bid Contact **Jane Eastes**
 (000) 000-0000
 jeastes@lcsc.org
 1001 E. Mount Faith Avenue
 Fergus Falls, MN 56537

Questions

0 Questions
[\[View/Ask Questions\]](#)

Respond

[\[Respond to bid\]](#)
[\[Indicate NO Response to bid\]](#)

Description

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 29) in the category of Furniture.

1. Respond to request from a number of different types of educational, governmental and public institutions seeking a broad-line of furniture options and the necessary resources and capabilities to acquire, deliver and provide installation services to all participating member states
2. These parts and supplies will include but are not limited to:
 1. Ancillary Furniture: A comprehensive catalog selection for an agency's less-formal settings (lounges, in-between spaces, patios, etc.) including but not limited to: lounge chairs, coffee tables, side chairs, benches, sofas, end tables.
 2. Technology Support/Audio-Visual: A comprehensive catalog selection for technology-based environments (classroom, meeting rooms, conference rooms, lounges, libraries).
 3. Soft Seating: A comprehensive catalog selection for areas including, but not limited to, lounges, flexible learning spaces, reception.
 4. Classroom: A comprehensive catalog selection including, but not limited to, case goods, desks, tables, seating/chairs (stacking, multiple and single use, flexible), accessories, vertical surface attachment panels and accessories, acoustical wall treatments, work surfaces.
 5. Early Childhood/Pre-K: A comprehensive catalog selection including, but not limited to, case goods, desks, seating/chairs (stacking, multiple and single use, flexible).
 6. Office: A comprehensive catalog selection including, but not limited to, case goods, tables (folding, fixed, mobile), desks, seating/chairs (stacking, multiple and single use, flexible), workstations.
 7. Storage: A comprehensive catalog selection including, but not limited to, cabinets (stationary and mobile), filing systems (high-density, lateral, vertical), bookcases.
 8. Special Furniture: A comprehensive catalog selection including but not limited to: Cafeteria; Science Laboratory; Art; Career and Technical Education; Music Furniture and Storage.
 9. Library/Media Center: A comprehensive catalog selection.
 10. Other
3. Types of services may include, but are not limited to design and layout services, fabric and color design services, installation, and any other related products and services or solutions.

All products offered must be considered new, unused, of the latest design and technology and from the most current and popular furniture product lines available.

AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of furniture products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Respondents whose business concentrates on subset of categories as listed in 1.b.

Pre-Bid Conference

Date **Aug 12, 2021 11:00:00 AM EDT**
 Location **Voluntary Pre-Bid Conference Call**

Notes **AEPA will host a voluntary pre-bid conference call for any interested Respondents or potential Respondents. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.**

Voluntary Pre-Bid Conference Call Schedule (All Categories) – August 12, 2021

Solicitations	Eastern	Central	Mountain	Pacific
022-A Furniture	11:00 AM	10:00 AM	9:00 AM	8:00 AM
022-B Health & Wellness	11:30 AM	10:30 AM	9:30 AM	8:30 AM
022-C Institutional Kitchen Equipment	12:00 PM	11:00 AM	10:00 AM	9:00 AM

022-E LED Lighting	1:00 PM	12:00 PM	11:00 AM	10:00 AM
022-F Event Seating & Staging Solutions	1:30 PM	12:30 PM	11:30 AM	10:30 AM
022-G Technology	2:00 PM	1:00 PM	12:00 PM	11:00 AM








Conference Call Number/Online Connection:

https://us02web.zoom.us/j/89655631428?pwd=Qno1L1cxcDhwNjZvZzErMzZmYWtyQT09
Conference Call Code: g1QWHk

Dial In Information:

+1 312 626 6799
Meeting ID: 896 5563 1428
Passcode: 691841

Documents

Name	Acceptance Required	Acceptance Status		
 AEPA 022-A Part A - Terms and Conditions - F	Yes	[Must Accept]	[Download]	
 AEPA 022-A Part B - Specifications - Furniture	Yes	[Must Accept]	[Download]	
 AEPA 022-A Part C - Member Agency (State)	Yes	[Must Accept]	[Download]	
 AEPA 022-A Part D - Questionnaire - Furniture	Yes	[Must Accept]	[Download]	
 AEPA 022-A Part E - Signature Forms - Furnit	Yes	[Must Accept]	[Download]	
 AEPA 022-A Part F - Discount Pricing Workbox	Yes	[Must Accept]	[Download]	
 AEPA Vendor Quarterly Report Template.pdf	Yes	[Must Accept]	[Download]	

[Respond](#)



Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent’s acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

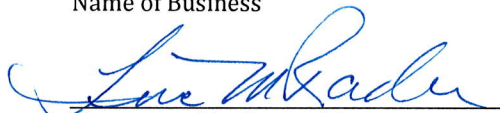
In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	TR
2. Termination for Cause of Convenience	Yes	TR
3. Equal Employment Opportunity	Yes	TR
4. Davis-Bacon Act	Yes	TR
5. Contract Work Hours and Safety Standards Act	Yes	TR
6. Right to Inventions Made Under a Contract or Agreement	Yes	TR
7. Clean Air Act and Federal Water Pollution Control Act	Yes	TR
8. Debarment and Suspension	Yes	TR
9. Byrd Anti-Lobbying Amendment	Yes	TR
10. Procurement of Recovered Materials	Yes	TR
11. Profit as a Separate Element of Price	Yes	TR
12. General Compliance with Participating Agencies	Yes	TR

BioFit Engineered Products Limited Partnership

Name of Business



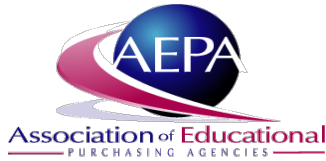
Signature of Authorized Representative

Tina M. Rader

Printed Name

9/2/2021

Date



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #022-F Furniture

Bidding Company Name:
Name of Catalog:
(This must be the catalog in effect as of the bid date)

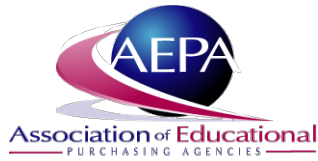
BioFit Engineered Products Limited Partnership

Seating 2021 List Price 07-01-2021 V2

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	Technology Support/Audio -Visual	25%	For Sales \$0-\$5,000. See F.4 Tab For Volume Discounts
2	Classroom	25%	For Sales \$0-\$5,000. See F.4 Tab For Volume Discounts
3	Office	25%	For Sales \$0-\$5,000. See F.4 Tab For Volume Discounts
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Part F.3 – Services Price Schedule

AEPA #022-A Furniture

Bidding Company Name:

BioFit Engineered Products Limited Partnership

NOTE: If your company provides any of the services listed below, please complete the price schedule.

Part F.3 is an OPTIONAL FORM

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Free 2D Cafateria Table Lay out with Customer supplied CAD file		N/C			No Charge
		N/C				

Installation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Prevailing Union or Non/ Union Wage negotiated at the local level.			none	.50 cents per mile over 125 miles.	Negotiable prevailing wage discount negotiated at the local level.

Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Free traing on operations off product	N/C				No Charge

Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

*Please detail additional discounts on large projects.



April 30, 2020

Returns

BioFit Engineered Products reserves the right to refuse return of any merchandise unless it is determined to be BioFit's responsibility.

Any merchandise accepted for return must have prior written authorization and may be subject to a 25% restocking charge.

PO Box 109
Waterville, OH
43566
t: 800.597.0246
o: 419.823.1089
f: 419.823.1342
biofit@biofit.com



A Seating Company that Takes a Stand for Green



Environmental Consideration

It's a Touchstone for Everything We Do

Situated in the rich farmland of northwest Ohio, our neighbors take the environment pretty seriously. We do, too. At BioFit, we constantly strive to reduce any negative environmental impact created by our facilities, fabrication processes, finished goods, and packing materials – from the elimination of harmful compounds used in furniture components to recycling break room beverage cans and used office paper.

Certifications

All BioFit Seating and Tables Qualify for Use in Green Buildings



PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS: UL.COM/GG UL 2818

Specifiers of any BioFit seating or table products for use in commercial interiors are now eligible to receive credit under the U.S. Green Building Council's (USGBC)



Leadership in Energy and Environmental Design (LEED) program. Our full line of seating products is compliant with indoor air quality requirements in accordance with ANSI/BIFMA protocol M7.1-2011, and subsequently, also rated compliant with USGBC standard LEED CI EQ Credit 4.5, Low Emitting Material, Systems Furniture and Seating, Option C.

Certifications *Cont'd*

Additionally, all four of our table lines are GREENGUARD Gold certified by Underwriters Laboratories for low emission of volatile organic compounds as a result of passing rigorous testing, allowing specifiers of our tables to qualify for LEED program credits. Voluntarily undergoing and meeting rigid indoor air quality testing standards such as these reinforces BioFit's commitment to protecting the wellbeing of the environment as well as our end-use customers.

Recycling, Reusing and Working Smarter

We Practice What We Preach – Daily

Here are some of the things BioFit does every day to keep your world and ours clean and green:

- Positioning recycling stations throughout our facility for all cardboard, paper, aluminum and metal waste.
- Employing the most environmentally friendly production processes available, including non-toxic powder coating of components vs. traditional painting to eliminate VOCs.
- Ensuring hazardous materials are not used in our manufacturing processes or final products.



Recycling, Reusing and Working Smarter *Cont'd*

- Utilizing chrome plating processes compliant with the End-Of-Life-Vehicle Directive (ELV) and Restriction of Hazardous Substances Directive (RoHS). No cadmium, lead or mercury is used in our plating processes.
- Incorporating recycled materials into new product and processes:
 - ▶ All aluminum castings are 100% recycled material
 - ▶ Composite bases are 10% recycled material
 - ▶ Steel in seat controls is 30% recycled material
 - ▶ Cartons are 30% recycled material
- Offering customers the option of fully assembled, blanket-wrapped product shipments to eliminate the use of cardboard packaging.
- Lighting with energy-efficient bulbs wherever possible and turning off all office and factory equipment when not in use.
- Using only biodegradable equipment degreasers and hand-cleaning solutions.
- Eliminating VOCs by using water-soluble glues and lacquers only.



Let's Be Green Together

Here's How You Can Help

Depending on customer location and local capabilities, the following materials may be recycled by customers at the life-end of our products:

- Steel contained in chair bases, back bars, seat controls, and frames of tables and multipurpose carts
- Plastic in chair backrest panels
- Cardboard used in product cartons
- Aluminum from those chair models with aluminum chair bases appropriate for recycling
- Plywood in the internal seat and back pans of upholstered models

Our Goal

Making Life Better

BioFit's goal is to become as renowned for our environmental stewardship as we are for our ergonomic seating, tables and carts. You can depend on us to continue keeping things greener and safer in your workplace and ours. For more information on our green initiatives, contact us at **800.597.0246** or **biofit@biofit.com**.



Dedicated to Design.
Committed to Quality.

Quality Backed by a 13-Year Warranty

BioFit's furniture products are warranted against mechanical or structural failure due to defective material or workmanship for 13 years of normal, multishift use. Pneumatic cylinders are covered for the functional lifetime of the chair or stool.

BioFit reserves the right to recondition or replace any units covered by this warranty. Freight and any other consequential damages are not covered. All return shipments require written authorization and must be freight prepaid unless otherwise approved in writing. COM (Customer's Own Material) upholstery materials are not covered.

BioFit takes its warranty, repair and maintenance responsibilities very seriously. Efforts by unqualified personnel to perform repairs on BioFit products can result in dangerous conditions which can lead to serious bodily injury. Any attempt to modify, alter or make unauthorized repairs to BioFit products may not only seriously jeopardize the safety of the user, but will void this warranty in every respect.

* 13-year warranty does not apply to Intensive Plus™ seating, which carries a 5-year warranty.

July 26, 2019

PO Box 109
Waterville, OH 43566
t: 800.597.0246
o: 419.823.1089
f: 419.823.1342
biofit@biofit.com
www.biofit.com

Association of Educational Purchasing Agencies

Tabulation Report IFB #022-A - Furniture

Vendor: DEMCO, Inc.

General Comments: Please use C10903 on all quote requests and Purchase orders to receive contract terms

General Attachments: AEPA 022-A Exhibit A - Financial Health Documents - Demco, Inc.pdf *Confidential.
AEPA 022-A Exhibit B - Marketing Plan - Demco, Inc.pdf
AEPA 022-A Exhibit B - Marketing Plan - Demco, Inc.pdf
AEPA 022-A Exhibit C - Warranties - Additional Services - Demco, Inc.pdf
AEPA 022-A Part C -State Specific Forms - Demco, Inc.pdf
AEPA 022-A Part D - Questionnaire - Demco, Inc.pdf
AEPA 022-A Part E - Signature Forms - Demco, Inc.pdf
AEPA 022-A Part F - Pricing Schedule - Demco, Inc.xlsx
Allied Catalog PDF 121.pdf
Bid Bond.pdf
ColorScape 2021 Specification Guide - List Pricing.pdf
Demco 2021 EndPanels - CanopyTops Specification Guide - List Pricing.pdf
Demco General COI.pdf
HaskellEducation_PriceList_8-27-21.pdf
Mooreco 2020-Active-Environments-Catalog-MR-1.pdf
Mooreco THRIVE-VNA-WebVersion.pdf
Mooreco Visual-Communication-Catalog-2019.pdf
Muzo_Outdoors_Pricelist_1.2.pdf
Muzo_Pricebook_2021_1.6.pdf
Paragon PL38 plus Motiv.pdf
Sandusky List Price only 7.15.21.pdf
Smith System 2021 Price Book Dated 6.10.2021 (With 3mm).pdf
TechnoLink 2021 Specification Guide - List Pricing.pdf
Tenjam 2021 List Prices USA - Rev 4.pdf

All price lists and
catalogs on file; request
as needed.

Bid Bond

CONTRACTOR:

Demco, Inc.
4810 Forest Run Road
Madison, WI 53704

SURETY:

Liberty Mutual Insurance Company
175 Berkley Street
Boston, MA 02116

OWNER:

Association of Educational Purchasing Agencies Lakes Country Service Cooperative
Attn: Purchasing Dept.
1001 E. Mt. Faith
Fergus Falls, MN 56537

BOND AMOUNT: 10 % of accompanying Bid (\$ 10% of Bid)
PROJECT: AEPA Solicitation #022
022-A Furniture

This Document has important legal consequence. Consultation with an attorney is encouraged with respect to its completion or modification.

Any Singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

Project #:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

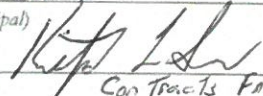
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of September, 2021



(Witness)

Demco, Inc.
(Principal) _____ (Seal)




(Title) *Contract Proc. Director*

Liberty Mutual Insurance Company
(Surety) _____ (Seal)



(Witness)



(Title) Tracy Krause, Attorney-in-Fact (Attorney-in-Fact)



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8205561-969037

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashleigh Aslesen, Cathleen C. Christensen, Chelsea A. Bremer, Dani Noble, David J. Rudnik, Julie Zimmerman, Kim E. Schwenn, Lacey Endres, Michael J. Moore, Pamela Ronski, Pennie L. Hildebrandt, Richard F. Kekula, Tracy Krause, Travis Schreiber, Trisha Stark

all of the city of Madison state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY

On this 7th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of September, 2021.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2021

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

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

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: Karyn Burcum PHONE (A/C. No. Ext): 608-327-8897 E-MAIL ADDRESS: karyn.burcum@m3ins.com		FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE		
INSURED DEMCO, Inc. 4810 Forest Run Road Madison WI 53704	WALLF-1	INSURER A :	Federal Insurance Co. 20281
		INSURER B :	Vigilant Insurance Company 20397
		INSURER C :	Great Northern Insurance Co. 20303
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 92462016

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35362931	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73239817	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71706009	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Part D - Questionnaire

AEPA 022

Furniture

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “*Part D – Questionnaire – Name of Company*”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: Demco, Inc

Company Address: 4810 Forest Run, Rd

City, State, zip code: Madison, WI 53704

Website: www.demco.com

Contact Person: Kristopher L Snow

Title: Contracts Facilitator

Phone: 608-220-9392

Email: contracts@demco.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: public company privately owned company

In what year was this business started under its present name? 1905

Under what additional, or, former name(s) has your business operated? _____

Is this business a corporation? No Yes. If yes, complete the following:

Date of Incorporation: October 1978

State of Incorporation: Wisconsin

Name of President: Chad Edwards

Name(s) of Vice President(s): Kurt Ballweg - VP Finance, Marc Helmer - VP Operations

Name of Treasurer: Megan Roundy - Chief Financial Officer

Name of Secretary: _____

Is this business a partnership? No Yes. If yes, complete the following:

Date of Partnership: _____

State Founded: _____

Type of Partnership, if applicable: _____

Name(s) of General Partner(s): _____

Is this business individually owned? No Yes. If yes, complete the following:

Date of Purchase: _____

State Founded: _____

Name of Owner/Operator: _____

Is this business different from those identified above? No Yes

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? No Yes

Is this business minority-owned?

No Yes

Does this business have an Affirmative Action plan/statement?

No Yes

Business Headquarter Location

Business Address 4810 Forest Run Rd
City, State, zip code Madison, WI 53704
Phone 608-220-9392
How long at this address? 23 years

Business Branch Location(s)

Branch Address N/A
City, State, zip code
Branch Address
City, State, zip code
Branch Address
City, State, zip code
Branch Address
City, State, zip code

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	\$49,470,000	\$42,652,000	\$47,563,000
Higher Education Institutions	\$4,684,000	\$2,608,000	\$2,636,000
Counties, Cities, Townships, Villages	\$24,443,000	\$20,788,000	\$17,399,000
States	N/A	N/A	N/A
Other Public Sector & Non-profits	\$6,190,640	\$4,437,000	\$3,809,000
Private Sector	N/A	N/A	N/A
Total			

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	\$23,296,000	\$16,375,000	\$27,7268,000
Higher Education Institutions	\$1,502,000	\$480,000	\$717,000
Counties, Cities, Townships, Villages	\$7,457,642	\$5,613,000	\$5,870,000
States	N/A	N/A	N/A
Other Public Sector & Non-profits	\$2,230,000	\$1,220,000	\$1,371,000
Private Sector	N/A	N/A	N/A
Total			

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Kristopher L Snow	Contracts Facilitator	866.558.9068	contracts@demco.com

Sales Manager	Kyle Severson	Senior Consultative Sales Manager	800.747.7561 x 7187	kyleS@demco.com
Customer & Support Manager	Michael J Wygocki	Executive Director of Customer Services	888.211.3072	contracts@demco.copm
Distributors, Dealers, Installers, Sales Reps	See attached			
Consultants & Trainers	N/A			
Technical, Maintenance & Support Services	N/A			
Quotes, Invoicing & Payments	Customer Service Represetnative	Customer Service Represetnative	800.962.4463	Custserv@demco.com
Warranty & After the Sale	Customer Service represetnative	Customer Service represetnative	800.962.4463	Custserv@demco.com
Financial Manager	Billing Specialist	Billing Specialist		

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
See attached	Varies	Varies

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

The AEPA contract really needs no introduction to the sales team with Demco. After the contract is awarded, Demco will create and maintain a contract summary sheet consisting of all the pertinent information on the contract guidelines under the award as well as the product lines for each Sales Representative. At the first sales meeting after an award, we would update our Sales group with the information on of the contract award. Training and feedback will also be done on a as needed basis. Our internal staff will also have complete information and will be educated on the details of the AEPA contract through training sessions and periodic updates so that they can support customers and our field representatives appropriately.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

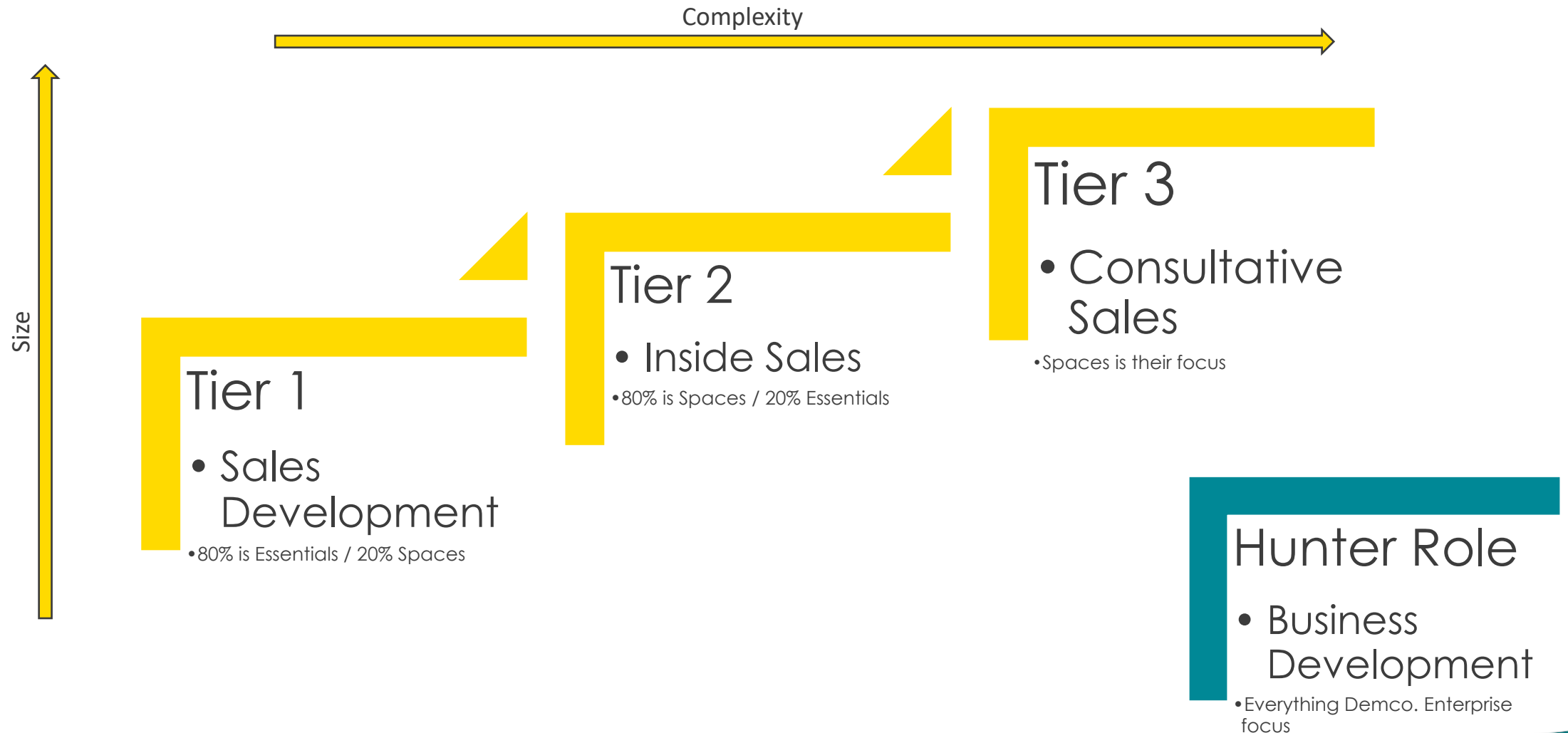
Demco works closely with Manufacturers to offer full school solutions. We can work with customers on single purchases to whole solutions. Our design team will work with the members to layout and design entire classroom and/or schools. Our installation coordinator will work with the shipping companies and the installation team to arrange for bulk shipments to arrive at the time and place they are needed. Demco uses a network of installers through out the US. These installers are managed by our Installation Coordinator Bruce Hutchinson. Demco has our own Sales Force. Our Regional Representatives and knowledgeable internal staff are available every step of the way. They will work tirelessly with you to keep implementation, orders and budgets on track.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

AEPA members can rest assured that Demco is the right organization to provide Classroom Supplies, Equipment & Furniture. Your members receive great value without risk. Our belief is to add value to every product we offer customers and to make interactions with us rewarding and

Sales Team Overview



Sales Development Specialist Team



Don Hazlett
Sales Development Supervisor
Ext 4526

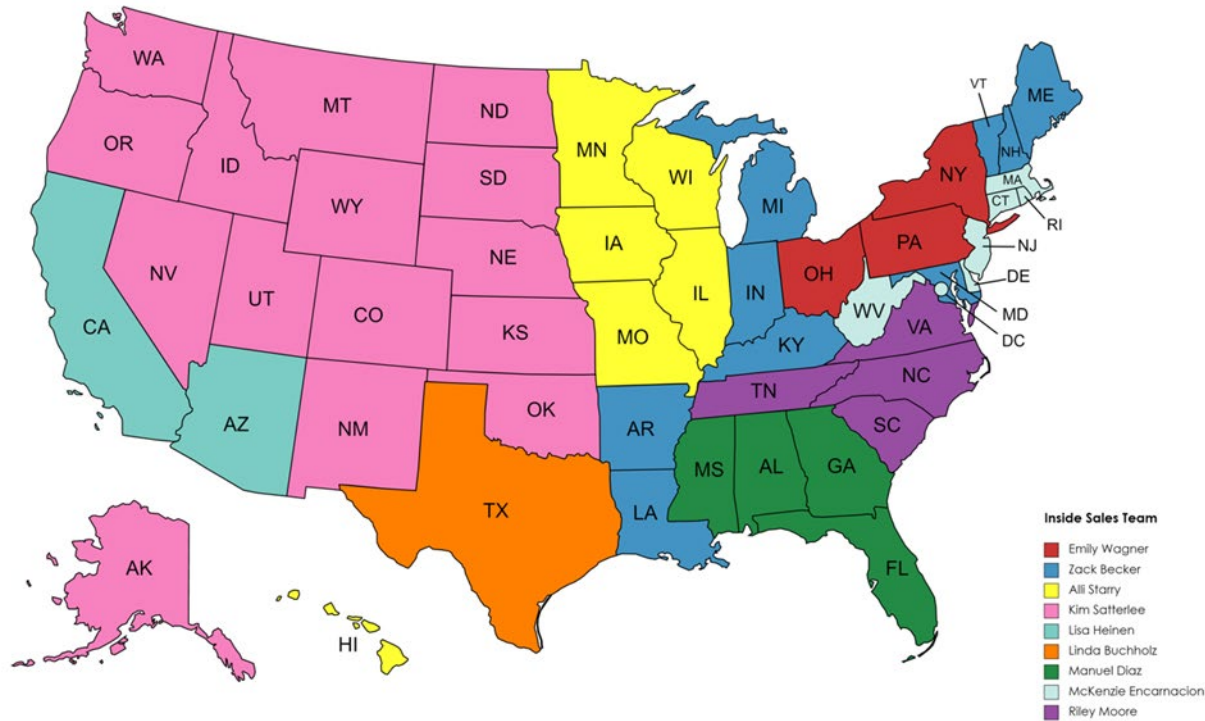
Dawn Johnson
Sales Development Specialist
Ext 7189

Lee Gumienny
Sales Development Specialist
Ext 7230

Tom Nighthoak-Wood
Sales Development Specialist
Ext 7121

Michael Gay
Sales Development Specialist
Ext 8982

Inside Sales Team



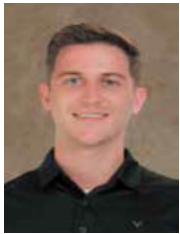
Call the team toll free:
(800) 462-8709



Steven Massey
Inside Sales Manager
(608) 242-2388
stevenm@demco.com



Emily
ACD 2180
Ext 7252



Zack
ACD 2185
Ext 7221



Alli
ACD 2755
Ext 2396



Kim
ACD 2760
Ext 7407



Lisa
ACD 2825
Ext 7186



Linda
ACD 2820
Ext 7247



Manuel
ACD 2750
Ext 7237



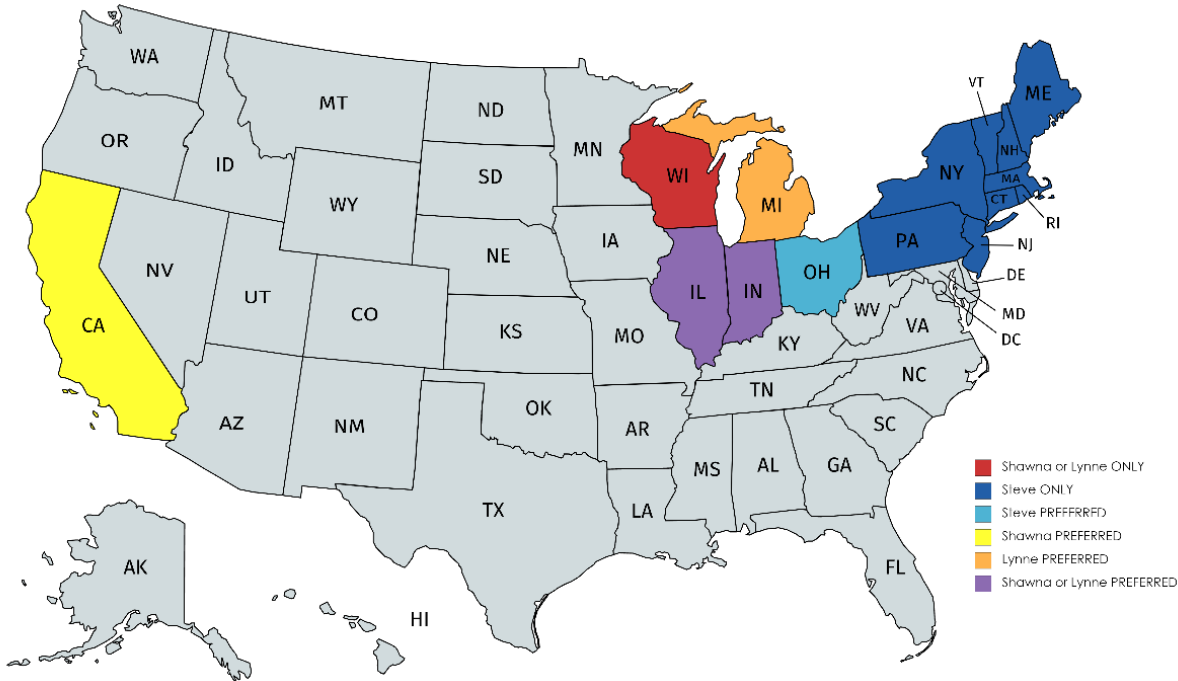
McKenzie
ACD 2785
Ext 7259



Riley
ACD 2175
Ext 7261

Consultative Sales Team

Large Furniture Projects



Note: areas in grey are evenly distributed amongst the team

Kyle Severson
Sales Manager
kyles@demco.com
(608) 242-4527



Shawna Ley
(Corporate Office)
Shawnal@demco.com
(888) 542-6975

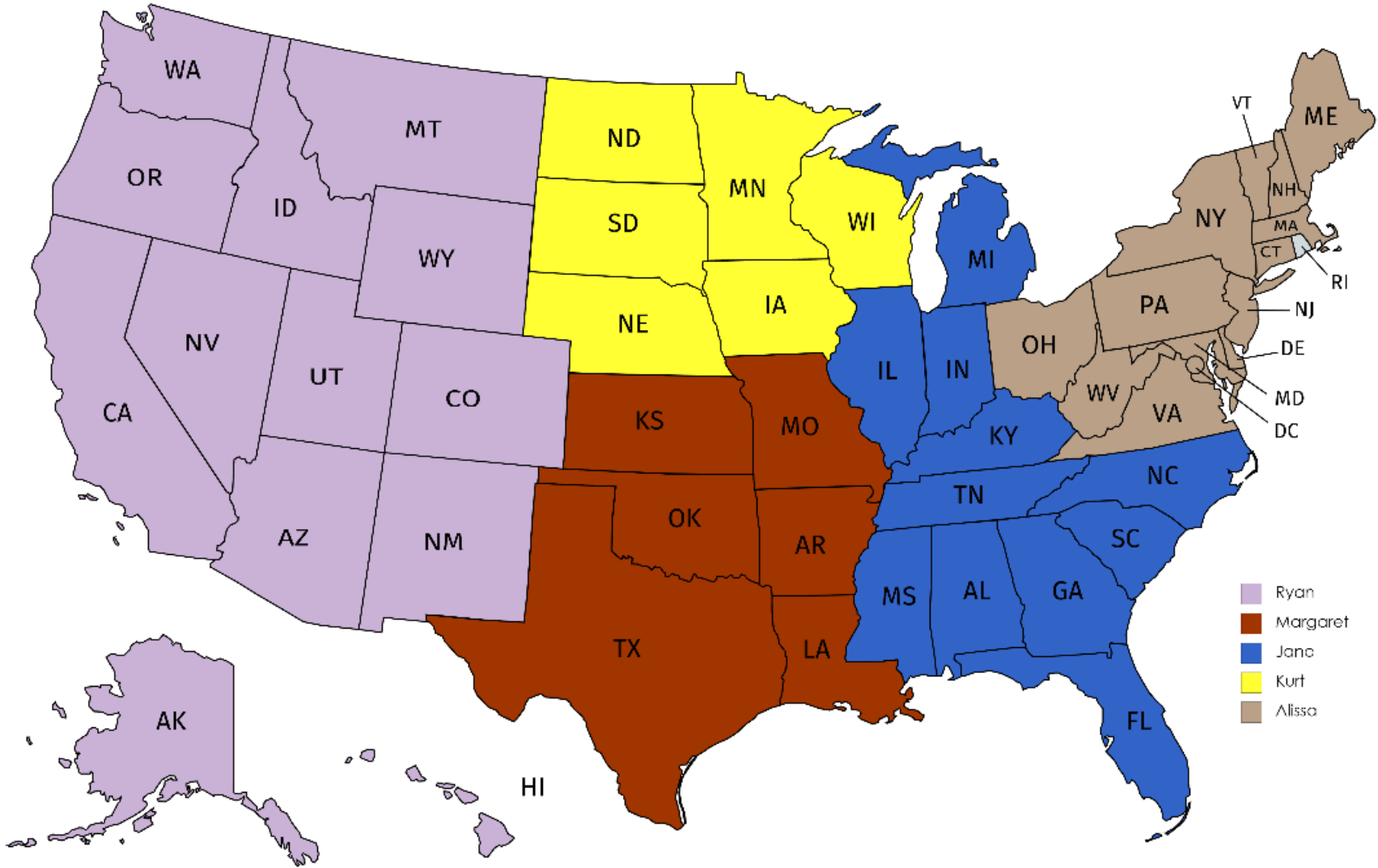


Lynne Gruneberg
(Corporate Office)
Lynneg@demco.com
(608) 242-2374



Steve Scicchitano
(Clay, NY)
Steves@demco.com
(800) 858-2720

Business Development Team: *Developing New Opportunities*



Alissa Bush
Aurora, OH
alissab@demco.com
(608) 906-7179



Jane Chronister
Holt, MI
janec@demco.com
(517) 242-7512



Kurt Zastrow
Biz Dev Mgr
Corporate Office
kurtz@demco.com
(608) 242-2358



Margaret Sylvester
Plano, TX
margarets@demco.com
(972) 520-1949



Ryan Schissler
Irvine, CA
ryans@demco.com
608-241-8563

satisfying. From our perspective, libraries' and schools' work is paramount in shaping our society. As such, we have a strong, self-imposed mandate to best serve these markets, and foster learning and education. With Demco, Aepa members gain the strength of a diverse family of products and services — all focused on your success. We've harnessed a unique collection of capabilities to provide solutions based on the evolving opportunities facing libraries today and in the future. From supplies to innovative library spaces, we're here to help you create an imaginative learning environment that is full of possibilities. With an extensive family of solutions, Demco offers the best selection of leading-edge products, resources, services and supporting technologies to meet AEPA Members' current and future needs. Plus, with an ever-growing network of suppliers and over 4,000 new products added in the last year, Demco is well positioned to continue offering the broadest selection of products at great prices. Our position in the industry, dedication and company size also give us the resources to undertake initiatives to better serve customers. From proprietary Demco product lines to developing new products based on customer input, you gain access to customized and proven solutions otherwise unavailable to you in the marketplace.

If offering Design Services in your response, describe how the process works between your company and the customer.

Drawing on over 100 years of experience serving libraries and education communities, Demco offers a complete range of interior services that are tailored to suit all sizes and types of projects, from small focused remodels to complete K12 school environments. For all project sizes, a needs assessment is available with one of our Interior Solution Consultants or Inside Sales Specialists, so we can fully understand your vision, priorities and spatial requirements. Once we understand your needs and goals, we can then recommend the right services to solve your problem and support your space. Our interior experts will provide product guidance and recommendations, ensuring we are providing the best solutions for your space. Based on your needs our Interior experts can also provide color, fabric and finish guidance. Demco provides a wide range of design tools to help provide design guidance for many different types of spaces. Our virtual environments provide preconfigured spatial solutions for Classrooms, Learning Commons, Makerspaces and Community Rooms. All our Virtual Tours are available on line at <https://www.demco.com/shop-by-space/virtual-tours>. Other design tools are available on line or by request. At the discretion of our Interior Solution experts, some spaces may require a dedicated Interior Design resource. Our Interior Design team is available to provide a range of complimentary design services, from simple 2D drawings to ensure product fit to 3D and full Virtual Reality renderings for larger projects. Design Services outside the scope of complimentary will be invoiced at \$100 per hour. Once a final solution is determined we will provide a full project quotation containing your product solutions, any related color, fabric and finish selections and associated freight, delivery and white glove/installation costs. A designated project coordinator will review and acknowledge your order, place orders with our vendor partners and provide shipment confirmations and order tracking.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

Demco uses common carriers as a method of distribution. Items that are stocked in our Deforest Distribution center will ship with in 2-3 days of receiving the order. Please allow 7-10 Business days to arrive a the delivery location. Demco works with vendors and manufacturers to Drop ship lareger items that are not stocked by Demco. Drop ship items are made to order. Lead times will be discusses at the time of the order and can range from 2-12 weeks ARO, depending on the manufacturer.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Distribution Center/Warehouse	Deforest	WI

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

Demco selects their installers based on location and skill set.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

See attached list of Installers

If applicable, describe your company’s ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Demco base our product offering on the Market demand and maintain in our database information on the status of our vendors regarding their status of Small, Women and/or Veteran Owned. Annually we reconfirm with all our vendors any status change of M/WBE status. Our everyday business practices see a 24% SBE participation against our overall business. This includes all direct and indirect costs.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company’s diversity of owner employees, etc.

Demco, Inc. will continue to make every effort to ensure that small business enterprise concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities: Contacting minority and small business trade associations, Contacting business development organizations, Attending small, minority, and women-owned small business procurement conferences and trade fairs, Establishing, maintaining and using small, small disadvantaged, and women- small business source lists, guides and other data for soliciting subcontracts, Monitoring activities to evaluate compliance with the SBE requirements.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

N/A

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business’s key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Kristopher L Snow	Contracts Facilitator	866.558.9068	contracts@demco.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

To help all the AEPA members take advantage of contract discounts from Demco, we offer several ways to support your communication efforts. Website - Demco’s e-commerce site — demco.com — is the fastest and easiest way to order library and school supplies. Once your members create an account, their contract discount will automatically be activated and applied to items they add to their shopping cart. Please see the enclosed Website Features document for more details about online ordering. Our newly redesigned shopping cart makes shopping enjoyable and rewarding for your members. Below are several highlights of Demco’s website. • Enhanced imagery to display at a glance the products in the cart • Ability to edit your product selections in the cart, reducing clicks to make changes • Sale and contract pricing shown in a “was/now” format to show the great deals you get • Status of each product in your cart • YOU SAVED! Feature highlights the breakdown of savings by contract, sale or promotional discount • ESTIMATE YOUR SHIPPING button to calculate how much shipping will be Direct Mail - Demco produces an annual full line catalog, as well as several sale catalogs throughout the year. All of our catalogs contain a reminder message for customers who have an active contract with Demco. Email - Customers who opt into receiving emails from Demco will receive emails each month that alert them to specials, new products, and informational content about trends affecting libraries and schools. Sales Team - We work tirelessly with all stakeholders to ensure your contract does exactly that. Regional representatives and knowledgeable internal staff are available every step of the way. And your contract rollout project isn’t finished until every element is completed to your satisfaction. Our

DLI Installer Information

Vendor #	DEMCO Product Number	State	Zip	City	Company	Contact	Office Phone	Cell	Email	States
700601	00000260	AZ	85260	Scottsdale	Modular Systems Inc.	Harold or Larry	480-922-0294		HARRY@MODULARSYSTEMSINC.COM	AZ and NV
700270	00000480	CA	93727	Fresno	California Valley Construction	Kirby Dickson	559-291-4370	559-352-6363	calvalconstruction@sbcglobal.net	CA
700803	00000440	CA	90670	Santa Fe Springs	Universal Moving & Storage	Araceli Merino	562-229-0773		' universal.moving@netzero.com '	S CA only + LAUSD
700905	00000850	NY	11220	Brooklyn	Alliance Transfer	John Araro	718-567-8100	646-761-7460	jarato@alliancetransfer.com	NY
700585	00000900	OH	45069	Cincinnati	Planes Logistics	Taylor Powell	513.759.7156	513-903-7848	tpowell@planeslogistics.com	Nationwide
701203	00000680	WA	98203	Everett	Accurate Installation & Design	Mark Humphrey	425-330-8799		Marchumphrey@comcast.net	WA
700312	00000920	WI	53532	DeForest	A&M Business Interiors	Mat Grassechi	606-616-2675		Mat.Grasseschi@Ambis.com	WI, IL, MN

professional staff will work tirelessly with you to keep implementation, orders, and budgets on track. Due to COVID Demco is not planning on attending

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

Click or tap here to enter text.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit B – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

Demco can provide a template for AEPA to print half page bookmarks that provide the contract discount details, how-to-order guidance, background information about Demco, and why purchasing furniture through us helps your members. Should your organization wish to promote your Demco contract discount, you can request for us to design custom print ads or online banner ads that you can use in your communications to help members learn about the valuable savings they receive through Demco. Demco will add the AEPA contract to the list of Nationally held contracts for our customer's easy reference. We will include a link to the AEPA website for reference on how to join.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Doing the "right thing" is engrained in Demco's DNA. We recognize that business success goes hand-in-hand with ethical practices, eco-consciousness and community citizenship. We believe that our business is dependent on meeting the needs of customers without endangering employees or compromising the natural environment. As a result, we aim to minimize our impact on communities, natural habitats and resources.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

N/A

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

Demco has an aggressive recycling plan covering all corrugated products, paper, plastic and metals within our office and manufacturing/distribution facilities. Computer components are donated to organizations that rebuild and distribute them to individuals and agencies. Monitors are stripped down and properly disposed in accordance with local regulations. The lighting within our manufacturing and distribution facility has been changed from metal halide bulbs to energy efficient T5 fluorescent bulbs. These bulbs provide better light, enhancing employee productivity and safety. Office lighting has been changed from T12 bulbs to energy-saving T8s to reduce our energy consumption. All conference rooms, restrooms, storage and dock areas have been outfitted with motion or audio sensors so that these areas are only illuminated when people are present. Programmable thermostats allow better control of heating and cooling energy use. For example, in the winter, we lower our buildings' operating temperature after business hours and on weekends when no one is occupying the premises. We do the reverse in summer. Computer servers are maintained in a temperature controlled environment regardless of the season. Inefficient single pane windows within our manufacturing and distribution were replaced with energy-efficient double pane versions. Our conventional, offset and flexo printing processes use plant-based, environmentally friendly inks. We have taken on an aggressive paper reduction initiative including the elimination of carbon copy forms and a higher dependence on the electronic distribution of common reports and other business data resulting in a 50% reduction in paper consumption.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

Doing the "right thing" is engrained in Demco's DNA. We recognize that business success goes hand-in-hand with ethical practices, eco-consciousness and community citizenship. We believe that our business is dependent on meeting the needs of customers without endangering employees or compromising the natural environment. As a result, we aim to minimize our impact on communities, natural habitats and resources.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.



References:

North East ISD

Patti Webster, Procurement
8961 Tesoro Drive, Suite 605
San Antonio, TX 78217-6226
Phone: 210-804-7100 x 397
Fax: 210-807-7223

pwebst@neisd.net

30 plus year of providing products for school & library operations

San Antonio Independent School District

Sylvia Nix
1215 Austin St
San Antonio, TX 78208
Phone: 210-224-2781
Fax: 210-228-3173

snix@saisd.net

30 plus year of providing products for school & library operations

Hays CISD

Martha Smith, Procurement
21003 Interstate 35
Kyle, TX 78640-5397
Phone: 512-268-2141 X 6063
Fax: 512-268-0880

smithma@hayscisd.net

30 plus year of providing products for school & library operations

Modesto City Schools

Shar Scott
1424 Woodland Ave
Modesto, CA 95351
Phone: 209-595-4660
Fax: 209-576-4590

scott.s@monet.k12.ca.us

30 plus year of providing products for school & library operations

Ector County ISD

Albert Valencia, Director
802 N. Sam Houston, Room 17
Odessa, TX 79760
Phone: 462-456-9719
Fax: 462-456-9718

Albert.Valencia@ectorcountyisd.org

30 plus year of providing products for school & library operations.



Demco, Inc.
4810 Forest Run Road
Madison, WI 53704

Mailing Address
PO Box 7488
Madison, WI 53707-7488

Phone 608-241-1201
Fax 608-241-1799
Web demco.com



Customer References for Demco, Inc.

St John's County Public Schools

40 Orange St
St. Augustine, FL 32084
Patrick Snodgrass, Director of Purchasing
Phone: 904-547-7700
Fax: 904-547-7705
Email: Patrick.snodgrass@stjohns.k12.fl.us

Anne Arundel County Public Schools

2644 Riva Rd.
Annapolis, MD 21401
William Hubbard, Lead Buyer
Phone: 410-222-5170
Fax: 410-222-5624
Email: bhubbard@aacps.org

Henrico County Public Schools

3820 Nine Mile Rd
Henrico, VA 23223
Ramona Staudenmayer, Account Clerk III
Library Services Dept.
Phone: 804-652-3708
Fax: 804-652-3616
Email: rbstaudenmay@henrico.k12.va.us

Cobb County School District

6975 Cobb International Blvd
Kennesaw, GA 30152
Jeanette Gray, Senior Buyer
Phone: 770-426-3369
Fax: 770.426.3371
Jeanette.gray@cobbk12.org
Contract # Q2017031 Library Supplies
Dates of Services: 6/96 to present
Business Volume: \$60,000 annually

Forsyth County Schools

1120 Dahlonega Hwy
Cumming, GA 30040
Trey Tryan, Purchasing Agent
Phone 770-781-6603 ext 2
Email ttryan@forsyth.k12.ga.us
Dates of Service: 12/98 to Present
Business Volume: \$29,000 annually

Henry County Schools

33 N Zach Hinton Parkway
McDonough, GA 30253
Carol Freeman, Purchasing Manager
Phone: 770-957-6601
Fax: 770-957-2825
Email: Carol.freeman@henry.k12.GA.us
Instructional Supply Discount
Dates of Service: 9/90 to present
Business Volume: \$40,000 annually



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Madison, WI 53704

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PO Box 7488
Madison, WI 53707-7488

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Web demco.com

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Colorado	Undecided	<u>X</u>	<u>X</u>	<u>X</u>
Connecticut	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Florida	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Georgia	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Illinois	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Indiana	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Iowa	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Kansas	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Kentucky	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Massachusetts	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Michigan	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Minnesota	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Missouri	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Montana	yes	<u>X</u>	<u>X</u>	<u>X</u>
Nebraska	Yes	<u>x</u>	<u>X</u>	<u>X</u>
New Jersey	Yes	<u>X</u>	<u>X</u>	<u>X</u>
New Mexico	Yes	<u>X</u>	<u>X</u>	<u>X</u>
North Dakota	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Ohio	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Oregon	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Pennsylvania	Yes	<u>X</u>	<u>X</u>	<u>X</u>
South Carolina	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Texas	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Virginia	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Washington	Yes	<u>X</u>	<u>X</u>	<u>X</u>
West Virginia	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Wisconsin	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Wyoming	Yes	<u>X</u>	<u>X</u>	<u>X</u>

e-Commerce: Does this business have an e-commerce website? _____ **No** x _____ **Yes**

If YES, what is the website?

www.demco.com

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** x _____ **Yes**

Does this business have a toll-free customers support phone option? _____ **No** x _____ **Yes**

Does this business offer local customer and support service options? _____ **No** _____ x **Yes**

State your normal delivery time (in days) and any options for expediting delivery.

In stock items are delivered within 7–10 working days after receipt of order. Furniture and equipment may take 2-12 weeks to arrive, depending on vendor lead times.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

Demco can hold an order and fill back ordered items when they come available or we can cancel the items per the customers request.

Describe your company's payment terms as well as any quick pay discounts.

Demco's payment terms are 0 net 30. Large project orders may require a prepayment of 50% depending on the size and scope of the project.

State your company's return policy and any applicable State restocking fees.

You may return or exchange a qualifying item* within 6 months of your invoice date. Furniture, special orders, custom products and international orders cannot be returned or exchanged unless you receive them damaged or defective. Anything that has been engraved or imprinted is not returnable.*Not sure if an item qualifies for a return or exchange? A Demco Customer Service representative can help you. Call 800.962.4463 or email custserv@demco.com.Note: Terms and conditions may change at any time.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

N/A

Pricing

Is your pricing methodology guaranteed for the term of the contract? _____ **No** _____ x **Yes**

Will you offer customized price lists to participating entities as required per the pricing terms of Part A? _____ **No** _____ x **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? x **No** _____ **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? _____ **No** _____ x **Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ **No** _____ X **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

X _____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ **No** X **Yes**

If YES, identify which cooperative and the respective expiration date(s).

NCPA - October 31st, 2023

E&I COOPERATIVE - August 30th - 2022

Bubyoard – March 31st, 2022

TIPS USA – June 30th, 2023

KPN – February 28th, 2022

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

Demco will use the contract that best fits the customers needs.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X **No** **Yes**

If Yes, please indicate how the rate factor is determined and other cost factors below.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	

6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).		
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
X	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Part B section 6 Page 4	6.1.3	Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Vendor Partner will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.	Deliveries will be made 7-10 days after receipt of stock item orders and 2-12 weeks for items shipped directly from the manufacturer such as furniture and equipment. Expected lead times will be available a the time of order.
Part B section 6 Page 4	6.1.12	Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and on the web site (if applicable).	<p>You may return or exchange a qualifying item* within 6 months of your invoice date. Furniture, special orders, custom products and international orders cannot be returned or exchanged unless you receive them damaged or defective. Anything that has been engraved or imprinted is not returnable.</p> <p>*Not sure if an item qualifies for a return or exchange? A Demco Customer Service representative can help you. Call 800.962.4463 or email custserv@demco.com.</p> <p>Note: Terms and conditions may change at any time.</p>

Part B Section 8 Page 6	8.1.a.i	<p>Discounts: Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Respondents shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Respondent shall agree that there will be</p> <p>AEPA IFB #022-A Part B Specifications Page 7 of 8 Due Date: Sept 14, 2021 at 1:30 p.m. ET</p> <p>no reduction in discount(s) during the term of the contract.</p>	Contract discounts are not available for Security Products, Demco Software, littleBits™ products and Licensed Products (Dr. Seuss™, Eric Carle™, etc.). See the attached list of items excluded from discounts.



AEPA – 022-A Furniture contract
DEMCO #C10903

Deviations or Exceptions:

- Shipping and Processing will be prepaid and added to all drop ship orders, such as furniture and equipment. Demco provides good-faith shipping estimates on all orders. Accessorial delivery services are an additional fee.
- Deliveries will be made 7-10 days after receipt of stock item orders and 2-12 weeks for items shipped directly from the manufacturer such as furniture and equipment. No walk-in locations are available.
- Contract discounts are not available for Security Products, Demco Software, littleBits™ products and Licensed Products (Dr. Seuss™, Eric Carle™, etc.). See the attached list of items excluded from discounts.
- Installation services covered under the proposed discounting assume the following typical project site conditions:
 - elevator exists and will be made available for installers use.
 - loading dock exists for trucks to unload at.
 - all products to be installed during a single trip.
 - prevailing wage rates are not required.

Additional installation charges may apply to projects and/or orders if there is any deviation from the typical project site conditions listed above.

Sincerely,

Kristopher L Snow

Contracts Facilitator

Phone: 866-558-9068

Fax: 888-320.0288

E-mail: contracts@demco.com

Deviations

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation



Part E – Signature Forms

AEPA 022-A

Furniture

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E - Signature Forms - Name of Bidding Company" (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled "Part E - Signature Forms - Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent’s acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

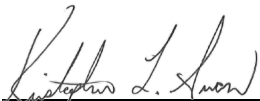
In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes, I agree	KS
2. Termination for Cause of Convenience	Yes, I agree	KS
3. Equal Employment Opportunity	Yes, I agree	KS
4. Davis-Bacon Act	Yes, I agree	KS
5. Contract Work Hours and Safety Standards Act	Yes, I agree	KS
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	KS
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	KS
8. Debarment and Suspension	Yes, I agree	KS
9. Byrd Anti-Lobbying Amendment	Yes, I agree	KS
10. Procurement of Recovered Materials	Yes, I agree	KS
11. Profit as a Separate Element of Price	Yes, I agree	KS
12. General Compliance with Participating Agencies	Yes, I agree	KS

Demco, Inc

Name of Business



Signature of Authorized Representative

Kristopher L. Snow, Contracts Facilitator

Printed Name

9.13.21

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Kristopher L Snow

4810 Forest Run Rd.

Authorized Representative (Please print or type)

Mailing Address

Contracts Facilitator

Madison, WI 53704

Title (Please print or type)

City, State, Zip

Kristopher L. Snow

9-13-21

Signature of Authorized Representative

Date

Subscribed and sworn to before me this

13th

day of

September

Notary Public in and for County of

Dane

State of

Wisconsin

My commission expires on

3/28/2025

Signature

[Handwritten Signature]

KAILYN MARIE KEENE
Notary Public
State of Wisconsin

Enter Notary Stamp

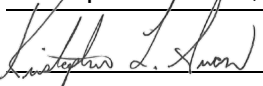


Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Demco, Inc</u>	Date	<u>9.13.21</u>
Address	<u>4810 Forest Run Rd.</u>	City, State Zip	<u>Madison, WI 53704</u>
Contact Person	<u>Kristopher L Snow,</u>	Title	<u>Contracts Facilitator</u>
Authorized Signature		Title	<u></u>
Email	<u>contracts@demco.com</u>	Phone	<u>866.558.9068</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency _____

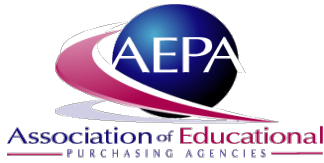
Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>3/1/2022</u>	Or

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their *specified/required format*, by the due date and time listed for this solicitation. *Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.* Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	Part C – State-Specific Forms – <i>Name of Responding Company</i>	Single, Scanned PDF	Required. Signatures Required.
	Part D - Questionnaire – <i>Name of Responding Company</i> Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – <i>Name of Responding Company</i> Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – <i>Name of Responding Company</i>	Excel Workbook	Required.
	Price List/Catalog – <i>Name of Responding Company</i>	Upload PDF	Required.
	Exhibit A – Financial Health Document(s) – <i>Name of Responding Company</i>	Scanned PDF	Required. Not provided by AEPA, Respondent Created
	Exhibit B – Marketing Plan – <i>Name of Responding Company</i>	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit C – Warranties, Additional Services – <i>Name of Responding Company</i>	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit D – Additional Discounts – <i>Name of Responding Company</i>	Scanned PDF	Optional. Not provided by AEPA, Respondent Created



Part F.1 - Catalog Discount for Items in a Commercially Available Catalog

AEPA #022-F Furniture

Bidding Company Name: *Demco, Inc*

Name of Catalog: *Various - See individual F2 Pricing Schedule worksheets*
(This must be the catalog in effect as of the bid date)

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	Allied	35%	Special order products are available upon request
2	Demco Full Line Catalog	8%	This is for items out of the Demco Full Line Catalog
3	Mooreco	30%	Special order products are available upon request
4	Muzo	25%	Special order products are available upon request
5	Haskell	30%	Special order products are available upon request
6	Smith System	20%	Special order products are available upon request
7	Paragon	30%	Special order products are available upon request
8	Tenjam	30%	Special order products are available upon request
9	Demco Proprietary Lines	52%	This is our proprietary lines not in the Demco Full Line Catalog
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Part F.3 – Services Price Schedule

AEPA #022-A Furniture

Bidding Company Name: *Demco, Inc*

NOTE: If your company provides any of the services listed below, please complete the price schedule. **Part F.3 is an OPTIONAL FORM**

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		Installation	\$75/hr	\$75/hr	N/A	N/A
	Design Services	\$100/hr	\$100/Hr	N/A	N/A	N

Installation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

*Please detail additional discounts on large projects.



CONTRACT MARKETING PLAN

To help all of the AEPA members take advantage of contract discounts from Demco, we offer several ways to support your communication efforts.

Website - Demco's e-commerce site — demco.com — is the fastest and easiest way to order library and school supplies. Once your members create an account, their contract discount will automatically be activated and applied to items they add to their shopping cart. Please see the enclosed Website Features document for more details about online ordering.

Our newly redesigned shopping cart makes shopping enjoyable and rewarding for your members. Below are several highlights of Demco's website.

- Enhanced imagery to display at a glance the products in the cart
- Ability to edit your product selections in the cart, reducing clicks to make changes
- Sale and contract pricing shown in a "was/now" format to show the great deals you get
- Status of each product in your cart
- YOU SAVED! Feature highlights the breakdown of savings by contract, sale or promotional discount
- ESTIMATE YOUR SHIPPING button to calculate how much shipping will be

Direct Mail -Demco produces an annual full line catalog, as well as several sale catalogs throughout the year. All of our catalogs contain a reminder message for customers who have an active contract with Demco.

Email -Customers who opt into receiving emails from Demco will receive emails each month that alert them to specials, new products, and informational content about trends affecting libraries and schools.

At-a-glance Contract Bookmark

Demco can provide a template for AEPA to print half page bookmarks that provide the contract discount details, how-to-order guidance, background information about Demco, and why purchasing supplies through us helps your members.

Should your organization wish to promote your Demco contract discount, you can request for us to design custom print ads or online banner ads that you can use in your communications to help members learn about the valuable savings they receive through Demco.



Returns & Warranties

You may return or exchange a qualifying item* within 6 months of your invoice date. Furniture, special orders, custom products and international orders cannot be returned or exchanged unless you receive them damaged or defective. Anything that has been engraved or imprinted is not returnable.

Not sure if an item qualifies for a return or exchange? A Demco Customer Service representative can help you. Call 800.962.4463 or email custserv@demco.com.

Additional Services

Project Design Services

Drawing on over 100 years of experience serving libraries and education communities, Demco offers a complete range of interior services that are tailored to suit all sizes and types of projects, from small focused remodels to complete K12 school environments.

Needs Assessment

For all project sizes, a needs assessment is available with one of our Interior Solution Consultants or Inside Sales Specialists, so we can fully understand your vision, priorities and spatial requirements. Once we understand your needs and goals, we can then recommend the right services to solve your problem and support your space.

Product Consultation

Our interior experts will provide product guidance and recommendations, ensuring we are providing the best solutions for your space. Based on your needs our Interior experts can also provide color, fabric and finish guidance.

Design Tools

Demco provides a wide range of design tools to help provide design guidance for many different types of spaces. Our virtual environments provide preconfigured spatial solutions for Classrooms, Learning Commons, Makerspaces and Community Rooms. All our Virtual Tours are available on line at <https://www.demco.com/shop-by-space/virtual-tours>. Other design tools are available on line or by request.

Design Services

At the discretion of our Interior Solution experts, some spaces may require a dedicated Interior Design resource. Our Interior Design team is available to provide a range of complimentary design services, from simple 2D drawings to ensure product fit to 3D and full Virtual Reality renderings for larger projects. Design Services outside the scope of complimentary will be invoiced at \$100 per hour.

Project Quotation



Demco, Inc.
4810 Forest Run Road
Madison, WI 53704

Mailing Address
PO Box 7488
Madison, WI 53707-7488

Phone 608-241-1201
Fax 608-241-1799
Web demco.com



Once a final solution is determined we will provide a full project quotation containing your product solutions, any related color, fabric and finish selections and associated freight, delivery and white glove/installation costs.

Project Coordinator

A designated project coordinator will review and acknowledge your order, place orders with our vendor partners and provide shipment confirmations and order tracking.

Installation Services

When requested, Demco will arrange to have all products installed upon delivery unless otherwise directed by AEPA Members. Demco will un-crate, setup, place, install, and secure to the floor, wall, or other surface, as required for the product ordered, and shall leave it in a ready-for-use condition. Demco will provide for a supervisor to be in attendance at the project site during the entire delivery & Installation process. Demco's installation services are invoiced at \$75 per hour.

Installation services covered under the proposed discounting assume the following typical project site conditions:

1. elevator exists and will be made available for installers use;
2. loading dock exists for trucks to unload at;
3. all products to be installed during a single trip;
4. prevailing wage rates are not required

Additional installation charges may apply to projects and/or orders if there is any deviation from the typical project site conditions listed above.

Association of Educational Purchasing Agencies
Tabulation Report IFB #022-A - Furniture
Vendor: LAKESHORE EQUIPMENT COMPANY DBA
LAKESHORE LEARNING MATERIALS

General Comments: AEPA member's must reference -Per Bid #022-A- on all purchase orders.

Delivery is 7-21 business days ARO.

Please visit us at www.LakeshoreLearning.com

General Attachments: Exhibit B - Marketing Plan - Lakeshore Learning Materials.pdf
Exhibit C - Warranties, Additional Services - Lakeshore Learning Materials.pdf
Part C - State Specific Forms - Lakeshore Learning Materials.pdf
Part D – Questionnaire – Lakeshore Learning Materials.pdf
Part E – Signature Forms - Lakeshore Learning Materials.pdf
Part F – Pricing Schedule – Lakeshore Learning Materials.xlsx
Price List_Catalog - Lakeshore Learning Materials.pdf

Full price list and catalog on file (large files); request as needed.

Part D - Questionnaire

AEPA 022

Furniture

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Part D – Questionnaire – Name of Company***”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Lakeshore Equipment Company dba Lakeshore Learning Materials

Name of Company:

Company Address:

2695 E. Dominguez Street

Carson, CA 90895

City, State, zip code:

<https://www.LakeshoreLearning.com>

Website:

Contact Person:

Audrey Lopez

Title:

Bid Analyst

Phone:

(800) 421-5354

Email:

biddept@lakeshorelearning.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a:

 public company

X

 privately owned company

In what year was this business started under its present name?

 1962

Under what additional, or, former name(s) has your business operated?

 N/A

Is this business a corporation?

 No

X

 Yes. If yes, complete the following:

Date of Incorporation:

 1962

State of Incorporation:

 California

Name of President: David Bo Kaplan

Name(s) of Vice President(s): Charles P. Kaplan

Name of Treasurer: Joshua Kaplan

Name of Secretary: Joshua Kaplan

Is this business a partnership? **No** **Yes. If yes, complete the following:**

Date of Partnership: N/A

State Founded: N/A

Type of Partnership, if applicable: N/A

Name(s) of General Partner(s): N/A

Is this business individually owned? **No** **Yes. If yes, complete the following:**

Date of Purchase: N/A

State Founded: N/A

Name of Owner/Operator: N/A

Is this business different from those identified above? **No** **Yes**

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

N/A

Is this business women-owned? **No** **Yes**

Is this business minority-owned? **No** **Yes**

Does this business have an Affirmative Action plan/statement? **No** **Yes**

Business Headquarter Location

Business Address 2695 E. Dominguez Street

City, State, zip code Carson, CA 90895

Phone (800) 421-5354

How long at this address? 45 years (since 1978)

Business Branch Location(s)

Branch Address

Lakeshore has 62 retail store locations throughout the United States. Please see the attached store list for all locations.

City, State, zip code

Branch Address

City, State, zip code

Branch Address

City, State, zip code

Branch Address

City, State, zip code

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	\$258,388,126	\$246,240,434	\$191,555,813
Higher Education Institutions	\$3,394,343	\$3,454,720	\$1,403,503
Counties, Cities, Townships, Villages	\$13,108,194	\$16,250,061	\$9,835,775
States	Included with totals listed above (Counties, Cities, Townships, Villages)	Included with totals listed above (Counties, Cities, Townships, Villages)	Included with totals listed above (Counties, Cities, Townships, Villages)
Other Public Sector & Non-profits	\$112,945,940	\$130,145,040	\$67,198,981
Private Sector	\$4,712,856	\$4,270,180	\$3,119,794
Total	\$392,549,458	\$400,360,435	\$273,113,866

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	\$62,006,282	\$49,045,514	\$32,518,907
Higher Education Institutions	\$227,971	\$193,571	\$55,642
Counties, Cities, Townships, Villages	\$641,239	\$578,636	\$164,175
States	Included with totals listed above (Counties, Cities, Townships, Villages)	Included with totals listed above (Counties, Cities, Townships, Villages)	Included with totals listed above (Counties, Cities, Townships, Villages)

Other Public Sector & Non-profits	\$1,725,699	\$862,142	\$369,299
Private Sector	\$37,353,940	\$26,642,556	\$13,444,310
Total	\$101,955,131	\$77,322,418	\$46,552,333

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Doug Williams and Tyler Domski	Doug: Senior Vice President Tyler: Vice President of Business Process & Contracts	Doug: (317) 615-0051 Tyler: (800) 421-5354, ext. 2783	Doug: dougwilliams@lakeshorelearning.com Tyler: tdomski@lakeshorelearning.com
Sales Manager	Doug Williams and Tyler Domski	Doug: Senior Vice President Tyler: Vice President of Business Process & Contracts	Doug: (317) 615-0051 Tyler: (800) 421-5354, ext. 2783	Doug: dougwilliams@lakeshorelearning.com Tyler: tdomski@lakeshorelearning.com
Customer & Support Manager	Doug Williams and Tyler Domski	Doug: Senior Vice President Tyler: Vice President of Business Process & Contracts	Doug: (317) 615-0051 Tyler: (800) 421-5354, ext. 2783	Doug: dougwilliams@lakeshorelearning.com Tyler: tdomski@lakeshorelearning.com
Distributors, Dealers, Installers, Sales Reps	Distributor & Dealers: Lakeshore is the only point of contact. For sales; Doug Williams or Tyler Domski	Doug: Senior Vice President Tyler: Vice President of Business Process & Contracts	Doug: (317) 615-0051 Tyler: (800) 421-5354, ext. 2783	Doug: dougwilliams@lakeshorelearning.com Tyler: tdomski@lakeshorelearning.com

	Installers & Sales Reps: TBD – Based off AEPA participating agency’s state.	TBD	TBD	TBD
Consultants & Trainers	To be determined by training topic and participating agency’s state.	PD Trainer	(800) 421-5354	PSG@lakeshorelearning.com
Technical, Maintenance & Support Services	Customer Service Department	Customer Service Specialist	(800) 428-4414	lakeshore@lakeshorelearning.com
Quotes, Invoicing & Payments	For a quote, please contact Doug Williams- or Tyler Domski. - For invoicing and payments, please contact DJ Ultan.	Doug: Senior Vice President Tyler: Vice President of Business Process & Contracts DJ Ultan: Finance Manager	Doug: (317) 615-0051 Tyler: (800) 421-5354, ext. 2783 DJ Ultan: (800) 421-5354, ext. 2850	Doug: dougwilliams@lakeshorelearning.com Tyler: tdomski@lakeshorelearning.com DJ Ultan: ARPayments@lakeshorelearning.com
Warranty & After the Sale	Customer Service Dept.	N/A	(800) 428-4414	lakeshore@lakeshorelearning.com
Financial Manager	DJ Ultan	Finance Manager	(800) 421-5354, ext. 2850	ARPayments@lakeshorelearning.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
16	Lakeshore salespersons cover all cities in the West Coast Region of the United States.	California, Arizona, Nevada
12	Lakeshore salespersons cover all cities in the Northeast Region of the United States	Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island
17	Lakeshore salespersons cover all cities in the Southeast Region of the United States	Alabama, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Virginia, Washington D.C.

12	Lakeshore salespersons cover all cities in the Central Region of the United States	Oregon, Arizona, Utah, Idaho, Washington, Arkansas, Colorado, Kansas, Missouri, Illinois, Oklahoma
11	Lakeshore salespersons cover all cities in the Southwest Region of the United States	Texas, New Mexico
11	Lakeshore salespersons cover all cities in the Midwest Region of the United States	Illinois, Indiana, Iowa, Michigan, Minnesota, Nebraska, Wisconsin
25	In-house Sales Support Specialists	Covering all states of the United States.
2	Regional Elementary Managers	Covering all states of the United States.
7	Professional Development Specialists	Covering all states of the United States.

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

As one of the largest educational materials companies in the world, Lakeshore relies on over 2,000 knowledgeable and experienced representatives that comprise our sales force nationwide. As the needs of the industry are ever changing, our Lakeshore Team continues to learn and evolve to meet and exceed those needs. Lakeshore's dedicated staff has extensive experience working with school districts, individual schools, elementary programs, early childhood programs (both public and private), and all related government agencies. A Lakeshore representative will be available for any product demonstrations or trainings that are needed by AEPA members. Lakeshore has an on-the-ground knowledgeable representative located in all of the 29 AEPA participating states. Trainings can be provided in person, by phone (Skype, Zoom, etc.), or via the Internet.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Lakeshore is proud to have a well-established presence coast-to-coast! Lakeshore is uniquely and strategically positioned geographically, so all AEPA members will receive unparalleled service. You can be confident that your Lakeshore representatives, Doug Williams and Tyler Domski, are both experienced, practiced professionals who understand the needs of teachers and classrooms in all settings. Upon award, Doug and/or Tyler will reach out to confirm all post-award requirements. All national and regional managers, internal teams and personnel assigned to the account, will then be briefed on all agreed upon contractual requirements. All of Lakeshore's national and regional managers will actively spread the word about our new AEPA relationship when visiting all eligible customers. We can create targeted flyers that include specific contract details. With Lakeshore, you will be working with a single point-of-contact from start to finish. As the direct manufacturer of Lakeshore products, we develop and manufacture the vast majority of the items featured in our catalogs, retail stores and website. We are not restricted from sales, territories, or Dealer Authorizations.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Lakeshore is responding to the Furniture category, AEPA #022-A. We are a full-service partner who can provide entire classroom environments (furniture, instructional materials and classroom supplies), both standard and flexible classroom furniture, design services, delivery services, installation services, professional development services, and more. Lakeshore's products and services are outlined below:

Lakeshore Furniture

AEPA members will have access to Lakeshore's full line of furniture (including our new Flex-Space furniture line). Please see below for our furniture line categories:

- Chairs and Seating
- Teaching Easels
- Storage Units
- Tables and Desks
- Rest Mats and Cots
- Classroom Carpets and Rugs
- Dramatic Play Furniture
- Room Dividers and Connecting Panels

Classroom Design Planning

We have extensive experience partnering with Site and Design Advisory Teams on large classroom projects. If design services are needed, our team can meet with AEPA members to visit the classroom sites to measure, develop and deliver 3-D renderings of each classroom.

We will offer complimentary 3-D classroom layouts, which include "scaled" renderings depicting all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality in each classroom environment. Using our experienced Sales, Design and Installation teams, you get the expertise you need and the support you want.

White-Glove Delivery & Installation

Lakeshore offers complimentary White-Glove Delivery & Installation service on orders \$10,000 or more that ship to a single location in the contiguous U.S. Additional charges may apply for remote locations. This service includes:

- Unpacking and assembly
- Supervised classroom setup
- Debris removal
- Custom labeling and boxing of orders by designated information, such as by classroom or teacher

Professional Development

Lakeshore Professional Services Group (PSG) is proud to offer personalized, hands-on learning services designed to support the unique and growing needs of teachers and educators. As former educators, our PSG specialists will partner with you to customize the perfect mix of content and training to support your professional development needs. In addition, our team will assist you with every step of the process:

- Determine your learning goals
- Assist with your organization's decision-making process
- Create a custom solution specific to your content/training needs
- Plan and lead implementation

Below are just a few of our wide range of standing topics:

- Social-Emotional Development
- Flexible Seating for 21st-Century Classrooms
- Developmentally Appropriate Activities
- Language and Literacy
- Cognitive Development
- STEM/STEAM
- Standards for Mathematical Practice
- Environments
- Instructional Support
- Intervention

Professional Development can be tailored for a variety of audiences, including teachers, administrators, and parents. Choose from in-person events, live or recorded virtual sessions, or a combination of both. Rates will depend on session time. Please contact our Professional Services Group at PSG@lakeshorelearning.com.

Customized Learning Solutions

At Lakeshore, we understand that a “one size fits all” product selection may not satisfy all of your educational needs. Therefore, we created our Custom Solutions Team to assist in tailoring a custom approach to meet your unique product needs. Customizing educational materials is our business! We can develop customized learning solutions. Our kits can zero in on the particular member strategies listed below and initiatives that may need specialized products and packaging:

- Family Engagement - An integral part of any early learning or school readiness program, family engagement products help families become active partners in the education of the children in their lives.
- Special Education - We specialize in offering custom solutions for students with disabilities. One example is SANDI, an online assessment created by the Riverside County Office of Education. We’ve also worked with districts around the country to develop materials kits that provide students with access to state standards in ways that are developmentally appropriate and respectful of chronological age.
- Early Childhood - Our sourcing and manufacturing capacity is simply the best in the industry. We’ve worked with Early Head Start & Head Start programs, and school districts around the country to customize kits that meet standards and help children become school ready.
- Elementary - To help schools around the country implement educational standards and measurable benchmarks in their elementary programs, we have customized a variety of kits that feature hands-on and engaging materials that can be used in whole group, small group and intervention settings.

e-Procurement Services

Lakeshore offers custom e-Procurement solutions that can meet all electronic ordering and invoicing needs. Our eProcurement team serves over 5,000 organizations nationwide, from metropolitan school districts to local Head Starts. We can create custom Procurement websites, as well as electronic integration via cXML punchout and EDI.

Benefits of Custom E-Procurement Websites Online Ordering

- Control spending by setting up authorized users and restrictions.
- Improve efficiency
- Simplify reporting & reconciliation
- Achieve “green” goals
- Access to contract pricing! Online features
- Online order tracking and administration
- Purchasing system integration (SAP, Oracle & more)
- Custom spending thresholds and approval processes
- Custom product assortments and terms

- Setup is fast and secure Customization

Lakeshore has the capability of creating separate user logons and passwords, with no limit of users. We can also customize our e-Procurement website to limit purchases to just Classroom Furniture. Terms such as discount, free shipping, and tax exemption are built right into the site, so you always receive contract pricing.

If offering Design Services in your response, describe how the process works between your company and the customer.

Lakeshore believes in not only providing the highest quality furniture and materials, but we will also work hand in hand with AEPA members to ensure they're equipped with just the right products to meet their needs, requirements, space, and budget. Our approach to this project is outlined below:

Step #1- Meet with Our Experts:

Upon award and before product selection begins, AEPA members that request Design Services will meet with our education specialists to discuss your needs and show us their space. Our specialists have years of real-world teaching experience and possess deep knowledge of the most current research on effective 21st Century learning environments. When putting a classroom together, our experts are educators first.

Step #2 - Design Your Space:

To help members visualize exactly what their classroom will look like, our design team will create a custom 3-D layout for each learning environment we're furnishing, including scaled renderings that depict all furniture, carpets, doors, and windows to ensure appropriate sizing and functionality in each space.

Once the design is complete and your order is finalized, we will continue to support AEPA members through the entire installation process.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

With Lakeshore, you will be working with a single point of contact from start to finish. As the direct manufacturer of Lakeshore products, we develop and make the vast majority of the items featured in our catalogs, retail stores and website. We are not restricted from sales, territories or dealer authorizations. Lakeshore ships millions of boxes each year, with numerous semi-truckloads leaving our warehouses every day. We contract with leading trucking companies that deliver thousands of truckloads of materials each year to different regions across the country, and that number is growing.

Lakeshore is flexible and can alter delivery and installation schedules if AEPA member's schedule changes. For any delays in the project schedule, Lakeshore will coordinate to hold orders from shipping at one of our storage facilities (located in Midway, Kentucky, and Carson, California) until AEPA member's provides confirmation to release orders and schedule deliveries.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Marketing / Art Department	Carson	California
Design Service	Carson	California
e-Procurement	Carson	California
Reporting Team	Carson	California
Sales Support Specialists	Carson	California
Customer Service / Warranty	Carson	California
Distribution Center 1 (DC1)	Carson	California
Distribution Center 2 (DC2)	Midway	Kentucky
Lakeshore Learning Store	See attached store list	See attached store list

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

N/A- Lakeshore will not utilize any subcontractors, distributors, subcontract installers, or independent service providers.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

N/A- Lakeshore will not utilize any subcontractors, distributors, subcontract installers, or independent service providers.

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

It is the intent of Lakeshore Learning Materials to provide equal opportunity to small, minority, and woman-owned businesses ("M/WBE") in various aspects of procurement and to business practices free from unlawful discrimination based on race, sex, color, creed, religion, gender, national origin, ancestry, age, sexual orientation, military status, or the presence of any other basis protected by applicable law. This policy applies to areas of employment including, recruitment and compensation, as well as various aspects of manufacturing, production, and subcontracting.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

As a company founded by a woman, Lakeshore Learning Materials is committed to equal opportunity and we strongly believe and demonstrate that profitable, responsible growth and the business success of the Company, as well as the personal growth of individuals to the fullest extent practical within the framework of the business environment, are worthy goals. By selecting vendors and service providers on the basis of merit, the effectiveness of the Company's operations can be maintained while enhancing both the nation's economic progress and each individual's progress. Minority business enterprises shall have maximum practical opportunity to participate in the performances of Lakeshore Learning Materials' supply and service contracts.

To demonstrate sufficient reasonable good faith efforts to facilitate opportunities for participation by M/WBEs in its projects, when requested and when possible, Lakeshore utilizes one or more of the following:

- A. Contact minority and small business trade associations to determine if they represent potential vendors dealing in the types of materials and services we require and use the services of other available minority community organizations, local state and federal minority and women business assistance offices, and other organizations that provide assistance and placement of M/WBEs.
- B. Survey current vendor database up to 3 times a year to determine updates and changes to status of a vendor (e.g., small business, veteran-owned business, service-disabled veteran owned, woman or minority- owned, etc.).
- C. Encourage and assist with (where feasible) the proper M/WBE certification of Lakeshore's vendors;
- D. Specify reasonable, realistic delivery schedules consistent with actual requirements;
- E. Establish specifications, terms and conditions that reflect Lakeshore's actual requirements, which are clearly stated, and do not impose unreasonable or unnecessary contract requirements on a M/WBE;
- F. Provide the M/WBE Good Faith Effort Policy in requests for bids/proposals, when applicable.
- G. Attend outreach conferences;
- H. Perform an analysis to identify portions of work that can be divided and performed by qualified M/WBEs;
- I. Negotiate in good faith with interested M/WBEs, taking into consideration the M/WBEs price and capabilities as well as contract goals and not rejecting a M/WBE's bid without sound reason; and
- J. Utilize the Supplier Diversity Search and Dynamic Small Business Search websites to improve and request sources for all subcontracting categories.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

If awarded this contract, Lakeshore would not need to specifically "contract" with another company to fill your orders because we have over one million feet of warehouse space where we keep a complete inventory of all materials at all times. Lakeshore Learning Materials is committed to continuing its policy of utilizing minority, female-owned and disabled veteran-owned business enterprises whenever possible.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Steve Ziemniak	Senior Director of Marketing	(310) 537-8600, ext. 2398	sziemniak@lakeshorelearning.com
Miranda Murray	Marketing Manager	(310) 537-8600, ext. 2273	mmurray@lakeshorelearning.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Lakeshore has a robust Marketing Department that plans and executes multi-channel, integrated marketing communications strategies and tactics focused on reaching the audiences listed below, these marketing strategies were implemented in Fiscal Year 2019-2020.

- Business-to-Consumer (individual customers)
 - a. Parents
 - b. Teachers
- Business-to-Business (institutional customers)
 - a. School Districts
 - b. Early Childhood
 - c. Cooperatives
 - d. Non-profit and community organizations
 - e. And others

Our Marketing efforts are rooted in:

- Lakeshore has a 67-year legacy of providing exclusive and innovative products, services and resources to educators, and showcasing how this legacy has allowed for a deep understanding of, and empathy toward the unique challenges and needs of the educational community.
- A real-time understanding of priorities, curriculum, key developmental and academic milestones, policies and more – all driven by an in-house team of educators developing products and priorities for the company, plus a nationwide, on-the-ground sales force working alongside educators daily.

Conferences:

Annually, Lakeshore sponsors and attends hundreds of national, regional and local conferences across the country, including: NHSA - National Head Start Annual Conference, NAEYC - National Association of Early Young Children. These conferences are used as an opportunity to not only network with our customers and the education community at large, but also showcase Lakeshore's commitment to the communities in which we operate and the unique products, services and resources we offer.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

Our marketing plan will be managed at our corporate office headquarters in Carson, California. We have marketing and art departments that will be dedicated to the AEPA Marketing Plan. Our marketing staff has extensive experience implementing strategies throughout the country and will be versed in the intricacies of the contract with AEPA. Marketing staff will be trained to use AEPA as a primary source, and will create and distribute materials that specifically emphasize the benefits of working with AEPA and Lakeshore. Our Senior Director of Marketing and Events is Steve Ziemniak, who is committed to marketing this contract to ensure that AEPA participating agencies needs are met.

Upon award, we will notify all appropriate Lakeshore departments and regional managers about the new contract. Our regional managers will actively spread the word about our new AEPA relationship when visiting eligible customers. Additionally, Lakeshore will market the new contract to all AEPA eligible members in the following ways:

Digital Marketing:

Lakeshore's Marketing Department works with national and regional partners (including cooperatives) to develop a digital plan and creative to support their needs. Typically, assets for website or email needs are created on a monthly, every-other-month or quarterly cadence, and can be provided to the co-op for distribution via its own marketing channels (website, newsletter, email, etc.) or sent directly to co-op members from Lakeshore (all dependent on the preferred method).

Local Sales Rep Support:

Lakeshore has an on-the-ground staff of 117 Sales representatives located across the country. Also a dedicated cooperative team works directly with the Marketing Department at Lakeshore's headquarters to ensure customer requests for materials (emails, flyers, etc.) are customized to their requested specifications and unique needs.

Local Store Support:

Lakeshore operates 62 retail stores across the country. Lakeshore's retail presence not only provides a channel for direct sales of products and services to our customers, but also allows the company to be further involved and invested in the local education community. Lakeshore offers free, customized in-store events to our customers (i.e., customers can elect to host a professional development training, staff appreciation day, or family engagement event at our store for no cost), as well as other great resources and perks.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit B – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

Lakeshore will collaborate with AEPA member agencies in the following ways:

- All of Lakeshore's national and regional managers will actively spread the word about our new AEPA relationship when visiting all eligible customers.
- Lakeshore's Marketing Department works with national and regional partners (including cooperatives) to develop a digital plan and creative to support their needs. Typically, assets for website or email needs are created on a monthly, every-other-month or quarterly cadence, and can be provided to the co-op for distribution via its own marketing channels (website, newsletter, email, etc.) or sent directly to co-op members from Lakeshore (all dependent on AEPA's preferred method).
- Please see Lakeshore's supplementary proposed marketing plan, to be updated per AEPA needs.
- Please see Lakeshore's supplementary documents to view examples of full color print advertisements in camera-ready electronic format that would be made available to AEPA.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Lakeshore engages in and is committed to many sustainability initiatives. Lakeshore's top-quality products are designed to last year after year—promoting sustainability in the classroom and reducing waste. From our ruggedly built furniture that is guaranteed to last to our many reusable classroom activities, the majority of our products are non-consumable and will stand up to years of use.

At Lakeshore, children's safety is our highest priority—and we know it's the top concern of our customers, too. We offer a variety of classroom furniture pieces that have earned GREENGUARD Certification. Many of our furniture lines (Classic Birch, Flex-Space, First Steps® and Heavy-Duty) are certified by the GREENGUARD Environmental Institute to support low emissions standards—reducing chemical pollutants and helping to improve indoor air quality.

Not only are we in full compliance with all the current U.S. safety regulations, but we also have our own in-house Quality Assurance Team that tests and inspects every item we carry with even more rigorous standards than those required by law. Every item we sell must meet or exceed all the government safety requirements, or we don't carry it—period.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

Many of our furniture products are GREENGUARD® certified. This certification is recognized by the LEED® Building Rating System – helping you improve the quality of indoor air and earn LEED points. Lakeshore Learning Materials recognizes the importance of achieving sustainability in our businesses and our schools.

Lakeshore now offers a variety of classroom furniture pieces that have earned GREENGUARD Certification. GREENGUARD Certification is recognized by numerous sustainable building programs, including the LEED® Building Rating System. Purchasing products that are GREENGUARD Certified helps you earn points toward LEED certification. Products on our website that feature the GREENGUARD logo are certified by the GREENGUARD Environmental Institute to comply with low emissions standards—reducing chemical pollutants and helping improve the quality of indoor air.

For a complete listing of Lakeshore's GREENGUARD Certified products, just search the keyword "GREENGUARD" on our website. You may also request more information from Lakeshore's Customer Service Department by calling (800) 421-5354.

Describe the business's "green" objectives (i.e., LEED, reducing footprint, etc.).

Lakeshore is committed to many green initiatives, and we recognize the importance of achieving sustainability in our businesses and schools. That's why we have taken big steps to explore how our company and employees can effectively contribute to reducing our carbon footprint.

As a company, we work to encourage recycling, reduce waste, and save energy. At our headquarters—as well as in all 62 of our stores nationwide—we recycle our materials and supplies wherever possible. We have also lowered electricity use by installing motion sensors on our lights and using energy-saving settings on our computers.

Thanks to our investment in renewable energy, one of our warehouses is powered by solar energy. Our solar panels occupy roughly 80,000 square-feet or about 1.5 football fields. In all, our solar panels cut CO2 emissions by 320 tons a year—the same as planting 8,742 new trees per year. Solar panels last 30-40 years, so we are going to conserve energy for many years to come.

As a company, we work to encourage recycling, reduce waste, and save energy. At our headquarters—as well as in all of our stores nationwide—we recycle our materials and supplies wherever possible. We have also lowered electricity use by installing motion sensors on our lights and using energy-saving settings on our computers.

To reduce paper waste, we promote the use of our website and e-commerce with all of our customers, creating an environment where a paper trail can be substituted with a digital trail. We have also purchased Forest Stewardship Council Certified Paper, and we're working toward printing all of our catalogs on FSC paper.

Listed below are several of the ways we are investing in the environment beyond the typical efforts to reduce, reuse and recycle our paper and cardboard waste, and to cut back on inefficient use of power, water, and other renewable resources:

- Lakeshore offers a variety of classroom furniture pieces that have earned GREENGUARD Certification. GREENGUARD Certification is recognized by numerous sustainable building programs, including the LEED® Building Rating System. Purchasing products that are GREENGUARD Certified helps you earn points toward LEED certification. Products on our website that feature the GREENGUARD logo are certified by the GREENGUARD Environmental Institute to comply with low emissions standards-reducing chemical pollutants and helping improve the quality of indoor air. For a complete listing of Lakeshore's GREENGUARD Certified products, just search for the keyword "GREENGUARD" on our website. You may also request more information from Lakeshore's Customer Service Department at (800) 428-4414.
- We are one of the founding sponsors of the Nature Forum, which helps early childhood programs around the world get children outdoors and learning about the natural world.
- Kids & Company, our on-site preschool for our employees' children, has partnered with Dimensions and the Nature Forum to create our own Nature Explore Classroom, giving employees' children a natural play area where they reconnect with the earth in the midst of an industrial and urban environment.
- We actively promote and reward carpooling with our employees.
- The safety of all of our products is of paramount importance. Every item we sell has been tested for toxic materials—and we continually exceed every federal regulation in the pureness of our materials.
- We promote the use of our on-line catalog and e-commerce with all of our customers, effectively creating an environment where a paper trail can be substituted with a digital trail, not only reducing the use of the paper generated by our customers and ourselves, but also reducing the amount of electricity and fuel needed to deliver and process those orders.
- We have just purchased FSC {Forest Stewardship Council} Certified Paper, and from here on out, all of our catalogs will be printed on FSC paper.
- All of our used corrugate materials are efficiently bundled and sent to be recycled and used again.

These are just a few of our initial steps to create a greener environment for our employees and our customers, and those we touch around the United States.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

40% of Lakeshore's furniture line is environmentally preferable. Lakeshore has an in-house Research and Development Team that is dedicated to evaluating our products and materials, for areas in which we can decrease our environmental footprint.

Additional Information

Describe any/all features, advantages, and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

Lakeshore offers a comparative advantage with our innovative products, one-stop-shop selection of services, unsurpassed customer service and superior customer support, and manufacturing our own products which gives us complete control over the supply chain.

Exclusive Items:

Among the wide range of educational products offered by Lakeshore, there are over a thousand items for which we are the sole-source vendor. These exclusive materials are easily identified by the prefix in their item number. Any items you see with the following prefixes are sole-source items that you simply won't find anywhere else: AA AB AX AZ DD DG EE FF GG HH JC JJ KC KT LA LC LCW LDA LK LL LM PP PX RA RE RJ RR RS TT VX WF YB.

Below are additional advantages of working with Lakeshore:

- Unconditional lifetime warranty on all Premium Quality Furniture, tables, desks, chairs, and cots!
- White-Glove Delivery and Installation service on orders over \$10,000, shipping to one location.
- Design Services
- Professional Development Services
- FREE e-Procurement Service
- With 99% of our items in stock at all times, there are virtually no back orders.
- We stock all items at our warehouse, so there is never any drop-shipping from the manufacturer.
- We offer thousands of exclusive products, many of them created by our on-site product developers.
- Products are all classroom-tested/designed specifically to meet the needs of teachers and children.
- To expedite the setup of new equipment, we will pack/label your order according to the room or learning activity.
- Lakeshore maintains the same strict standards that first made us great! Every product we make is distinguished by its quality, safety, educational merit and play value. And naturally, every Lakeshore product is backed by our ironclad guarantee: If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked!

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Lakeshore can offer custom eProcurement solutions for AEPA members that can meet all electronic ordering and invoicing needs. Our eProcurement team serves over 5,000 organizations throughout the United States and abroad from metropolitan school districts to International Schools. Lakeshore's e-Procurement team will create a custom Procurement website, as well as electronic integration via CXML Punchout and EDI. Upon award, our team will meet with AEPA to request the specifics in terms of how you'd like to implement this service and we'll work with you to formulate a plan.

Lakeshore uses standard cXML for punchout integration, and we accept PO's via cXML as well. How punchout works is this; AEPA member posts the 'Punch Out Setup Request' (authenticate.xml) to Lakeshore at <https://eproservices.lakeshorelearning.com/api/supplierconnect/authenticate>. After receiving a 'Punch Out

Setup Request', Lakeshore's custom site sends a 'Punch Out Setup Response'. The 'Punch Out Setup Response' document serves two functions; it indicates that the 'Punch Out Setup Request' was successful, and then it provides the procurement application with a redirect URL to the Lakeshore's custom AEPA Start Page. AEPA member shops, adds items to a cart, and when ready – presses 'submit order' from the cart. Lakeshore's custom website sends a 'Punch Out Order Message' document (send-order.xml) to communicate the contents of the shopping basket to the buyer's procurement application. AEPA member's procurement application then converts the approved purchase requisitions into one or more purchase orders (purchase-order.xml) and posts that to: <https://eproservices.lakeshorelearning.com/api/supplierconnect/processPurchaseOrder>.

Below are a few customers that are already integrated with Lakeshore's Punch Out site:

Customer	Software System	Go Live Date	Net Sales Per Year	Percentage of Sales
Step Up for Students	Ariba	3/16/2015	2015: \$26,172.00 2016: \$0 2017: \$0 2018: \$1,845,540.00 2019: \$1,736,847.00 2020: \$2,649,582.00 2021 YTD: \$,628,362.00	2015: 100% 2016: 0% 2017: 0% 2018: 100% 2019: 100% 2020: 100% 2021 YTD: 100%
Dallas ISD	Oracle	8/27/2014	2014: \$217,909.00 2015: \$1,476,704.00 2016: \$1,204,287.00 2017: \$1,135,275.00 2018: \$1,574,220.00 2019: \$1,986,533.00 2020: \$1,614,359.00 2021 YTD: \$2,666,033.00	2014: 13% 2015: 83% 2016: 67% 2017: 66% 2018: 79% 2019: 83% 2020: 87% 2021 YTD: 98%
Save the Children	Spendbridge	2/14/2019	2019: \$451.00 2020: \$707,640.00 2021 YTD: \$261,423.00	2019: 100% 2020: 98% 2021 YTD: 100%

Disclosures

Financial Health (REQUIRED): AEPA requires reports that describe the financial soundness of your organization. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years (2018, 2019, 2020), a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions.

For confidentiality, respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at georgewilson.aepa@outlook.com. The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening.

Legal: Does this business have actions currently filed against it?

X

No

Yes

If Yes, **AN ATTACHMENT IS REQUIRED:** List and explain current actions, such as, Federal Debarment (on US General Services Administration’s “Excluded Parties List”), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business’s five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. Buffalo Public Schools	Scott L. Keller Jr.	Buyer	(716) 816-3604	slkeller@buffaloschools.org
2. City of Boston	Kevin Coyne	Assistant Purchasing Agent	(617) 635-4564	kevin.coyne@boston.gov
3. Milwaukee Public Schools	Krissy Washington	Program Coordinator	(414) 475-8094	washinkn@milwaukee.k12.wi.us
4. Waukegan Public Schools	Nicholas Chin	Coordinator of State and Federal Programs	(847) 336-3100	nchin@wps60.org
5. Cicero Board of Education School District 99	Dorene Cherry	Accounts Payable Manager	(708) 863-4856 Ext. 68121	dcherry@cid99.edu

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Undecided	X	X	X
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	X
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X

State your normal delivery time (in days) and any options for expediting delivery.

Orders will ship in 7-21 business days ARO. For expediting delivery, please contact Doug Williams by phone at (317) 615-0051, or by e-mail at dougwilliams@lakeshorelearning.com, or Tyler Domski by phone at (800) 421-5354 ext. 2783, or by e-mail at tdomski@lakeshorelearning.com.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

We knock ourselves out to keep every item in stock, and we succeed 99% of the time. If we do need to backorder merchandise, the backorder will ship as soon as it becomes available. Additionally, if placing on order online and an item is on backorder, the backorder date will be noted on the product detail page and in your shopping cart.

Describe your company's payment terms as well as any quick pay discounts.

Standard payment terms are Net 30. Lakeshore does not offer quick pay discounts.

State your company's return policy and any applicable State restocking fees.

Not only are our products distinguished by their quality, educational merit and safety—they're also backed by our ironclad guarantee. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service department at (800) 428-4414. Lakeshore does not charge restocking fees.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

Lakeshore has the capability of creating a custom e-Procurement website for AEPA members, with separate user logons and passwords, with no limit of users. We can also customize our e-Procurement website to limit purchases to just Classroom Furniture. Terms such as discount, free shipping, and tax exemption are built right into the site, so you always receive contract pricing.

Pricing

Is your pricing methodology guaranteed for the term of the contract?	_____	No	X	_____	Yes
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	_____	No	X	_____	Yes
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	X	No	_____	_____	Yes
Will you offer volume price discounts as described in the pricing terms of Part A?	X	No	_____	_____	Yes

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ X _____
No Yes

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

 X Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ X _____
No Yes

If YES, identify which cooperative and the respective expiration date(s).

The following are just a few cooperative contracts that Lakeshore is a part of:

- BuyBoard – Expiration date is 10/31/2021
- Harris County Department of Education / Choice Partners - Expiration date is 9/19/2022
- Region 20/PACE - Expiration date is 12/31/2021
- Region 8/TIPS - Expiration date is 5/31/2024
- Region 19/Allied States Cooperative - Expiration date is 10/31/2021
- National IPA/TCPN/OMNIA - Expiration date is 6/1/2022
- NCPA (National Cooperative Purchasing Alliance) - Expiration date is 8/31/2022

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

Upon award, we will notify all appropriate Lakeshore departments and regional managers about the new contract. Our regional managers will actively spread the word about our new AEPA relationship when visiting customers. Additionally, our in-house Marketing and Art departments will work together to create any marketing pieces needed, whether they are handouts, brochures, flyers, etc., Additionally, conferences can be attended by one of our local regional managers. Lakeshore’s aggressive marketing campaign will reinforce the benefits of working with AEPA.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members’ administrative fee. Mark with an “X”.

	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency’s price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X No Yes

If Yes, please indicate how the rate factor is determined and other cost factors below. _____

N/A

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
X	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Part A – Page 15	5.	5. Shipping Terms: (See Part B Specifications for specific instructions on shipping and handling costs for the individual category you are responding to.) Vendor Partner shall retain the title and control of all goods until they are delivered and received. All risks of transportation and all related charges shall be the responsibility of the Vendor Partner unless other arrangements have been made between the vendor partner and the AEPA Member Agency. Shipping shall be FOB destination. The Vendor Partner shall file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and shall assist the freight company/Vendor Partner in arranging for inspection. No FOB vessel, car, or other vehicle terms will be accepted.	Lakeshore is offering the following freight terms for all AEPA Member Agencies; Free shipping on orders over \$500.00 shipping to one location in the contiguous United States. For orders under \$500.00, please estimate freight charges at 15% of the subtotal, with a minimum freight charge of \$6.99.

Deviations

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation



Audrey Lopez, Bid Analyst



Part E – Signature Forms

AEPA 022-A

Furniture

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company’s proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled “Part E – Signature Forms – Name of Bidding Company” (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled “Part E – Signature Forms – Name of Bidding Company”.

Uniform Guidance “EDGAR” Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent’s acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES, I agree	AL
2. Termination for Cause of Convenience	YES, I agree	AL
3. Equal Employment Opportunity	YES, I agree	AL
4. Davis-Bacon Act	YES, I agree	AL
5. Contract Work Hours and Safety Standards Act	YES, I agree	AL
6. Right to Inventions Made Under a Contract or Agreement	YES, I agree	AL
7. Clean Air Act and Federal Water Pollution Control Act	YES, I agree	AL
8. Debarment and Suspension	YES, I agree	AL
9. Byrd Anti-Lobbying Amendment	YES, I agree	AL
10. Procurement of Recovered Materials	YES, I agree	AL
11. Profit as a Separate Element of Price	YES, I agree	AL
12. General Compliance with Participating Agencies	YES, I agree	AL

Lakeshore Equipment Company
dba Lakeshore Learning Materials

Name of Business

Audrey Lopez

Signature of Authorized Representative

Audrey Lopez

Printed Name

8/20/2021

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Audrey Lopez 2695 E. Dominguez Street
 Authorized Representative (Please print or type) Mailing Address

Bid Analyst Carson, CA 90895
 Title (Please print or type) City, State, Zip

Audrey Lopez 8/24/2021
 Signature of Authorized Representative Date

Subscribed and sworn to before me this 24th day of August, 2021

Notary Public in and for County of Los Angeles State of California

My commission expires on May 8, 2024 Signature See Attached



Enter Notary Stamp



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 24th day of August, 2021, by
Date Month Year



(1) Audrey Lopez

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Mary E. Stevens
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____





Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Lakeshore Equipment Company dba Lakeshore Learning Materials</u>	Date	<u>8/20/2021</u>
Address	<u>2695 E. Dominguez Street</u>	City, State Zip	<u>Carson, CA 90895</u>
Contact Person	<u>Audrey Lopez</u>	Title	<u>Bid Analyst</u>
Authorized Signature	<u><i>Audrey Lopez</i></u>	Title	<u>Bid Analyst</u>
Email	<u>biddept@lakeshorelearning.com</u>	Phone	<u>(800) 421-5354</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>3/1/2022</u>	Or

SECRETARY'S CERTIFICATE

The undersigned, David Bo Kaplan, being the duly elected and acting Assistant Secretary of Lakeshore Equipment Company, a California corporation (the "Corporation"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Directors of the Corporation by unanimous written consent on January 31, 2020; and that said resolution has not been amended or repealed and is still in full force and effect:

THEREFORE, BE IT RESOLVED that Tyler Domski, be, and he hereby is, appointed and designated as Vice President of Business Process and Contracts, Mike Duong, be, and he hereby is, appointed and designated as Director of Commercial Sales, Rafael Muro, be, and he hereby is, appointed and designated as Bid Supervisor, Eunice Peterson, be, and she hereby is, appointed and designated as Bid Admin Supervisor, Audrey Lopez, be, and she hereby is, appointed and designated as Bid Analyst, Malissa Ramos, be, and she hereby is, appointed and designated as Bid Analyst, Sung Kim, be, and she hereby is, appointed and designated as Bid Analyst, Johanna Lopez, be, and she hereby is, appointed and designated as Bid Analyst, and Luke Creamer, be, and he hereby is, appointed and designated as Bid Analyst, all with full power and authority to act in the name and on behalf of the Corporation in all negotiations, concerns and transactions with third parties, their employees or agents in connection with bidding, which actions shall include but not be limited to the execution of, and affixation of the corporate seal to, all bids, papers, documents, affidavits, bond, sureties, purchase orders and notices issued pursuant to the provisions of any such bid or contract, with each and every such act to be conclusive evidence of their authority therefore and the Corporation's ratification, approval, confirmation and acceptance thereof as valid and binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 20th day of August, 2021.



David Bo Kaplan
Assistant Secretary



Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
N/A	Bid Bond – if Required, see Part B if applicable. Per Q&A, a Bid Bond is not required for the Furniture category.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
X	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	Required. Signatures Required.
X	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
X	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
X	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
X	Price List/Catalog – Name of Responding Company	Upload PDF	Required.
X	Exhibit A – Financial Health Document(s) – Name of Responding Company	Scanned PDF	Required. Not provided by AEPA, Respondent Created
X	Exhibit B – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
X	Exhibit C – Warranties, Additional Services – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
N/A	Exhibit D – Additional Discounts – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #022-F Furniture

Bidding Company Name: *Lakeshore Equipment Company dba Lakeshore Learning Materials*

Name of Catalog: *Lakeshore Learning Materials / Date: June 25, 2021*
 (This must be the catalog in effect as of the bid date)

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	Lakeshore Learning Materials	5%	
2			
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Part F.2 – Services Price Schedule

AEPA #022-A Furniture

Bidding Company Name:

Lakeshore Equipment Company dba Lakeshore Learning Mater

NOTE: If your company provides any of the services listed below, please complete the price schedule.

Part F.2 is an OPTIONAL FORM

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Classroom Design Planning	N/A - Value Added Service	N/A - Value Added Service	N/A	N/A	N

Installation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	White-Glove Delivery & Installation	Complimentary on orders of \$10,000.00 or more that ship to a single location in the contiguous United States. *For orders under \$10,000, there will be an installation surcharge of 20%.	N/A	N/A - Rates are all-inclusive	N/A - Rates are all-inclusive	No

Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Professional Development Workshop, Training, Environmental Walkthrough and Product Demonstration - Full Day (3-6 hours)	\$4,000.00	\$4,000.00	N/A - Rates are all-inclusive	N/A - Rates are all-inclusive	No
	Professional Development Workshop, Training, Environmental Walkthrough and Product Demonstration - Half Day (up to 3 consecutive hours)	\$3,000.00	\$3,000.00	N/A - Rates are all-inclusive	N/A - Rates are all-inclusive	No
	Professional Development Virtual Training (90-minute webinar)	\$1,500.00	\$1,500.00	N/A - Rates are all-inclusive	N/A - Rates are all-inclusive	No

Tr	Professional Development Virtual Training (60-minute webinar)	\$1,000.00	\$1,000.00	N/A - Rates are all-inclusive	N/A - Rates are all-inclusive	No

Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Local Regional Manager Support	N/A - Value Added Service	N/A - Value Added Service	N/A	N/A	N/A
	e-Procurement Service / Custom Punch Out Site	N/A - Value Added Service	N/A - Value Added Service	N/A	N/A	N/A
	Sales Support	N/A - Value Added Service	N/A - Value Added Service	N/A	N/A	N/A
	Customer Service / Warranty Service	N/A - Value Added Service	N/A - Value Added Service	N/A	N/A	N/A
	Reporting	N/A - Value Added Service	N/A - Value Added Service	N/A	N/A	N/A
	Customized In-Store Events	N/A - Value Added Service	N/A - Value Added Service	N/A	N/A	N/A

***Please detail additional discounts on large projects.**

EXHIBIT B MARKETING PLAN

Lakeshore's marketing plan will be managed at our corporate office headquarters in Carson, California. We have marketing and art departments that will be dedicated to AEPA agency members' Marketing Plan. Our Senior Director of Marketing; Steve Ziemniak and Marketing Manager; Miranda Murray, will be committed to marketing this contract per the specific needs of all AEPA's participating state agencies.

Our marketing staff will be versed in the intricacies of the arrangement with all AEPA members. They will be exposed to the basic tenants of the agreement, as well as learning about the ways to increase business through this partnership. The marketing staff will be trained to use AEPA as a primary source, with marketing materials being created that specifically emphasize the benefits of working with AEPA and Lakeshore, to be distributed to all eligible agencies in the AEPA participating states.

Our dedicated in-house Marketing and Art departments will work together to create any marketing pieces needed, whether they are handouts, brochures, flyers, etc., Additionally, conferences can be attended by one of our local regional managers. Lakeshore's aggressive marketing campaign will reinforce the benefits of working with AEPA.

In addition to our Marketing Plan outlined in 'Part D - Questionnaire', attached you will find an example our proposed Marketing Plan.

MARKETING PLAN – PROPOSED CALENDAR

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Local Sales Support	Ongoing											
Local Store Support	Ongoing											
Digital Marketing	Outdoor Classroom		One stop furniture & materials		Summer Program		SEL Products		Flex Furniture		Diversity	

DIGITAL CREATIVE ASSETS AVAILABLE - EXAMPLES

Lakeshore
Create the **Ultimate Outdoor Classroom**
with Hand-Picked Materials, Durable Furniture & More!

Let Them GROW!

[Shop Now](#)

Lakeshore

Your One-Stop Shop for Top-Quality Furniture & Materials!

- ✓ **Complete Classrooms*** with free design, delivery & installation
- ✓ **Lifetime Warranties** on premium-quality furniture
- ✓ **Fast Delivery** in stock & ready to ship

[Contact Us Today](#)

Lakeshore

Need materials for your summer program?

- ✓ Boost learning recovery
- ✓ Fun for kids
- ✓ Easy for staff
- ✓ Ready to ship

[Shop Now](#)

Lakeshore®

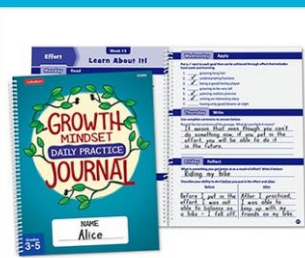
Help Kids Understand Emotions, Empathy & Diversity



Mix & Match Magnetic Families



Grab & Write Social-Emotional Prompts - Gr. 3-5



Growth Mindset Daily Practice Journal - Gr. 3-5



Fill a Bucket Storytelling Kit

Shop All

FleX-Space
FURNITURE

by Lakeshore®

Quality & Versatility You Won't Find Anywhere Else!



Premium-quality furniture features



Locking Casters



Ultimate Durability



Metal-To-Metal Construction



Wipe-Clean Laminate Surfaces

Shop Now

Lakeshore®

Highlight & celebrate our differences!



Diversity & Inclusion Prompt Cards - Gr. 3-5



Kids Around the World Block Play People



People Colors Crayon Pack



People Shapes Project Kit



Soft & Safe Children with Differing Abilities

Shop Collection

EXHIBIT C WARRANTIES AND ADDITIONAL SERVICES

PRODUCT WARRANTY

We unconditionally guarantee every item. We stake our reputation on the quality of our products. If you are unhappy with any item for any reason, return it to us for a full refund or exchange.



- Lifetime warranty on premium-quality classroom furniture, tables and desks, chairs, and cots
- 10-year warranty on Classroom Carpets
- 5-year warranty on Write & Wipe Mobile Tables & Desks, Outdoor Furniture, trikes, and cribs
- All other items receive a full-year warranty (unless otherwise noted)

INSTALLATION PROCEDURE

Complimentary White-Glove Delivery and Installation service on orders \$10,000* or more that ship to a single location in the contiguous United States. Additional charges may apply for remote locations.

On delivery day, we take care of everything—with White-Glove Delivery and Installation service! This service includes:

- Unpacking and assembly
- Supervised setup in a classroom, a library, a media center or other learning space
- Custom labeling and boxing of orders by designated information, such as by classroom or teacher
- Supervised verification that all rooms are in ready-to-move-in condition

*For orders under \$10,000, there will be an installation surcharge of 20%.



CLASSROOM & SCHOOL DESIGN PLANNING

We have extensive experience partnering with site and design advisory teams on large projects. Upon award, our team can meet with advisory boards to visit classrooms, libraries, media centers or other sites to measure, develop and deliver complimentary 3-D classroom layouts. These “scaled” 3-D renderings are available at no additional cost—and feature all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality in each environment.



PROFESSIONAL DEVELOPMENT

Lakeshore Professional Services Group (PSG) is proud to offer personalized, hands-on learning services designed to support the unique and growing needs of teachers and educators. As former educators, our PSG specialists will partner with you to customize the perfect mix of content and training to support your professional development needs. In addition, our team will assist you with every step of the process:



Below are just a few of our wide range of standing topics:

- Determine your learning goals
- Assist with your organization's decision-making process
- Create a custom solution specific to your content/training needs
- Plan and lead implementation
- Social-Emotional Development
- Flexible Seating for 21st-Century Classrooms
- Developmentally Appropriate Activities
- Language and Literacy
- Cognitive Development
- STEM/STEAM
- Standards for Mathematical Practice
- Environments
- Instructional Support
- Intervention

Professional Development can be tailored for a variety of audiences, including teachers, administrators and parents. Choose from in-person events, live or recorded virtual sessions, or a combination of both.

LOCAL RETAIL SUPPORT

All AEPA participating agency members can take advantage of any of our 62 retail store locations across the country!. Our store managers and team of store associates are available to provide a seamless shopping experience! Simply provide Bid #022-A at the register to receive contract pricing. Lakeshore is also willing to make this retail store space available to AEPA members for special events!

E-PROCUREMENT SERVICES

Lakeshore offers free custom eProcurement solutions that can meet all electronic ordering and invoicing needs. Our eProcurement team serves over 5,000 organizations nationwide, from metropolitan school districts to local Head Starts. We can create custom Procurement websites, as well as electronic integration via cXML punchout and EDI.

Benefits of Custom E-Procurement Websites

- Online Ordering
- Control spending by setting up authorized users and restrictions.
- Improve efficiency
- Simplify reporting & reconciliation
- Achieve “green” goals
- Access to contract pricing!

Online features

- Online order tracking and administration
- Purchasing system integration (SAP, Oracle & more)
- Custom spending thresholds and approval processes
- Custom product assortments and terms
- Setup is fast and secure

Customization

Lakeshore has the capability of creating separate user logons and passwords, with no limit of users. We can also customize our ePro website to limit purchases to just Classroom Furniture and Equipment. Terms such as discount, free shipping, and tax exemption are built right into the site, so you always receive contract pricing.

Restrictions

We can also add in levels of approval routing (up to three different approval levels) into the site, along with individual. We can also narrow item selection to target customers' needs by removing certain categories of items. Individual users can also be assigned spending limits or budgets, so that they do not exceed limits when shopping.

REPORTING

Lakeshore has the capability to report and track all products and services sold to all AEPA members. We have an in-house IT team of over 40 people that can design, program, and implement reporting tools and analysis for your program to your specifications. Lakeshore does not charge any fees associated with our reports. Upon award, we will set up all automated reports, per “Part C – Member Agency (State) Terms and Conditions”, requirements. **Members must reference “Per Bid #022-A” on all purchase orders.** Designated to this contact for reporting is Kelly Brim.

Kelly Brim, Contract Reporting Specialist

Kelly has over 3 years of experience at Lakeshore Learning Materials and is an expert at understanding and adhering to the contractual reporting requirements. Kelly can be reached by phone at (800) 421-5354 ext. 2597, by fax (310) 537-7990, or by e-mail at bidreporting@lakeshorelearning.com.

Kelly's responsibilities include:

- Managing executive and ad-hoc reporting utilizing Salesforce, SQL, and other internal systems
- Setting up and managing all monthly, bi-monthly, quarterly and annual sales reports in connection with contracts to ensure all reports and payments are processed

CUSTOMER SERVICE

We can't say it enough: Customer satisfaction is our number-one priority. As such, our multifaceted Customer Service representatives go out of their way to provide a peak experience for every customer.

Customer Service Center:

Address: Lakeshore Learning Materials - Customer Service Department
2695 E. Dominguez St., Carson, CA 90895
Phone: (800) 428-4414
Fax: (310) 537-4261
E-Mail: lakeshore@lakeshorelearning.com
Hours of Operation: Monday-Friday, 6:00 a.m.-6:00 p.m., PST

Lakeshore®

Warranty Information

Lakeshore offers a lifetime warranty on premium-quality classroom furniture.



Premium-Quality Classroom Furniture	Lifetime Warranty
Premium-Quality Classroom Tables & Desks	Lifetime Warranty
Premium-Quality Classroom Chairs	Lifetime Warranty
Premium-Quality Classroom Cots	Lifetime Warranty
Classroom Carpets	10 Years
Write & Wipe Mobile Tables & Desks	5 Years
Outdoor Furniture	5 Years
Trikes	5 Years
Cribs	5 Years
All other items in catalog (unless otherwise noted)	1 Year

Guarantee

We unconditionally guarantee every item we offer. If you are unhappy with any item for any reason, simply return it to us for a full refund or exchange. Your satisfaction is our top priority! If you ever have questions or concerns, contact Customer Service at (800) 428-4414 or e-mail lakeshore@lakeshorelearning.com.

Visit Our Stores!

For maps to store locations, visit: LakeshoreLearning.com

Arizona

Paradise Valley
(Phoenix Area)
4727 E. Bell Rd.
(602) 482-7900

Phoenix
4819 E. Ray Rd.
(480) 940-7700

California

Carson & outlet
2695 E. Dominguez St.
(310) 537-4778

Fountain Valley
18679 Brookhurst St.
(714) 963-8255

Laguna Hills
23501 Avenida de la Carlota
(949) 462-9353

Los Angeles
2323 S. Sepulveda Blvd.
(310) 893-1150

Murrieta
24420 Village Walk Pl.
(951) 461-1352

Northridge
17072 Devonshire St.
(818) 366-4105

Pasadena
3848 E. Foothill Blvd.
(626) 356-3848

Roseville
1850 Douglas Blvd.
(916) 774-4304

San Bernardino
898 E. Harriman Pl.
(909) 890-1222

San Diego
7510 Hazard Center Dr.
(619) 297-8494

San Jose
1099 S. Bascom Ave.
(408) 998-0794

San Leandro & outlet
1144 Montague Ave.
(510) 483-9750

San Marcos
702 Center Dr.
(760) 504-0292

Upland
125 N. Mountain Ave.
(909) 985-9945

California cont'd

Ventura New Location
4300 E. Main St.
(805) 289-1550

Walnut Creek
1929 Mt. Diablo Blvd.
(925) 944-1495

Colorado

Littleton
8680A Park Meadows
Center Dr.
(303) 768-8484

Connecticut

Hamden
2335 Dixwell Ave.
(203) 287-0900

Florida

Davie New
5795 S. University Dr.
(954) 284-0411

Fern Park
335 E. State Rd. 436
(407) 260-5531

Tampa
4501 W. Kennedy Blvd.
(813) 207-0468

Georgia

East Cobb
(Marietta Area)
4287 Roswell Rd.
(770) 578-3100

Idaho

Boise
417 N. Milwaukee St.
(208) 377-1855

Illinois

Chicago
2255 W. 95th St.
(773) 233-9210

Orland Park
15780 S. La Grange Rd.
(708) 403-6300

Palatine
1403 N. Rand Rd.
(847) 705-5052

Indiana

Indianapolis
1300 E. 86th St.
(317) 574-0304

Kansas

Merriam
5670 Antioch Rd.
(913) 432-3998

Maryland

Towson & outlet
1620 E. Joppa Rd.
(410) 296-5888

Massachusetts

Newton
230 Needham St.
(617) 969-1171

Saugus
352E Broadway
(781) 233-3770

Michigan

Sterling Heights
12210 Hall Rd.
(586) 803-1435

Minnesota

Maplewood
1721 Beam Ave.
(651) 777-0650

St. Louis Park
5699 W. 16th St.
(952) 541-0991

Nebraska

Omaha
12005 W. Center Rd.
(402) 334-4466

Nevada

Henderson
1243 W. Warm
Springs Rd.
(702) 396-2890

New Jersey

Cherry Hill
2020 Marlton Pike West
(856) 910-0888

**East
Brunswick** New Location
269 State Route 18
(732) 967-8585

Hackensack
449 Essex St.
(201) 441-9214

New Mexico

Albuquerque
6646 Indian School Rd. NE
(505) 884-4866

New York

New Hyde Park
2079 Hillside Ave.
(516) 616-9360

Scarsdale
969A Central Park Ave.
(914) 472-1820

North Carolina

Matthews
10005 E. Independence
Blvd.
(704) 849-2370

Ohio

Cleveland
(Beachwood Area)
27500 Chagrin Blvd.
(216) 378-9488

Columbus
2148 Polaris Pkwy.
(614) 846-1710

Oklahoma

Oklahoma City
6300 N. May Ave.
(405) 858-8778

Oregon

Lake Oswego
16901 SW 65th Ave.
(503) 620-9888

Pennsylvania

King of Prussia
340 W. DeKalb Pike
(610) 354-0551

Rhode Island

Cranston
1400 Oaklawn Ave.
(401) 463-8800

Tennessee

Nashville New
21 White Bridge Rd.
(800) 428-4414

Texas

Austin
9828 Great Hills Trail
(512) 241-2885

Dallas
14060 N. Dallas Pkwy.
(972) 934-8866

Friendswood
19032 Gulf Fwy.
(281) 461-6263

Houston
2405 Post Oak Blvd.
(713) 355-1893

McAllen
1316 E. Expressway 83
(956) 618-0225

San Antonio
327 NW Loop 410
(210) 340-0504

The Woodlands
(Shenandoah Area)
19075 Interstate
45 South
(936) 271-3585

Utah

Salt Lake City
5480 S. 900 East
(801) 268-2224

Virginia

Alexandria
7009A Manchester Blvd.
(703) 719-0202

Washington

Bellevue
11027 NE 4th St.
(425) 462-8076

Visit our stores or shop online!
LakeshoreLearning.com

Lakeshore[®]

Association of Educational Purchasing Agencies

Tabulation Report IFB #022-A - Furniture

Vendor: MeTEOR Education, LLC

General Comments:

All price lists and catalogs are on file (large files); request as needed.

General Attachments:

9to5 Price List - Meteor Education.pdf
Alumni Price List - Meteor Education.pdf
Annin Price List - Meteor Education.pdf
Carpets For Kids Price List - Meteor Education.pdf
CASPR Price List - Meteor Education.pdf
Children's Factory Price List - Meteor Education.pdf
Children's Factory Price List - Meteor Education.pdf
Claridge Price List - Meteor Education.pdf
Clinton Industries Price List - Meteor Education.pdf
Copernicus Price List - Meteor Education.pdf
Diversified Woodcrafts Catalog - Meteor Education.pdf
Diversified Woodcrafts Price List - Meteor Education.pdf
Essendant Price List - Meteor Education.pdf
Exhibit B - Marketing Plan - Meteor Education.pdf
Exhibit C - Warranties Additional Services - Meteor Education.pdf
FireKing Catalog - Meteor Education.pdf
FireKing Price List - Meteor Education.pdf
Fomcore Price List - Meteor Education.pdf
Ghent Price List - Meteor Education.pdf
Global Industrial Catalog - Meteor Education.pdf
Global Industrial Price List - Meteor Education.pdf
Great Openings Catalog - Meteor Education.pdf
Gressco Catalog - Meteor Education.pdf
Gressco Price List - Meteor Education.pdf
Interior Concepts Price List - Meteor Education.pdf
Ironwood MFG Price List - Meteor Education.pdf
Jaxx Price List - Meteor Education.pdf
Jonti-Craft Price List - Meteor Education.pdf
Joy Carpets Price List - Meteor Education.pdf
Kidstuff Catalog - Meteor Education.pdf
Maxon Catalog - Meteor Education.pdf
MediaTech Price List - Meteor Education.pdf
Mien Price List - Catalog - Meteor Education.pdf
Mity Lite Price List - Meteor Education.pdf
National Office Furniture Price List - Meteor Education.pdf
National Public Seating Price List - Meteor Education.pdf
OFM Price List - Meteor Education.pdf
Palmieri Price List - Catalog - Meteor Education.pdf
Paragon Price List - Meteor Education.pdf
Part C - State-Specific Forms - Meteor Education.pdf
Part D - Questionnaire - Meteor Education.pdf
Part E - Signature Forms - Meteor Education.pdf
Part F - Pricing Schedule - Meteor Education.xlsx
Platinum Visual Catalog - Meteor Education.pdf
Platinum Visual Price List - Meteor Education.pdf
Price Lists.Catalogs - Meteor Education.pdf
Quantum Price List - Meteor Education.pdf
Safco Price List - Meteor Education.pdf
Scholar Craft Catalog - Meteor Education.pdf
Scholar Craft Price List - Meteor Education.pdf
Sedia Systems Price List - Meteor Education.pdf
SICO Price List - Meteor Education.pdf



Association of Educational Purchasing Agencies
Tabulation Report IFB #022-A - Furniture
Vendor: MeTEOR Education, LLC

- Six Inch Price List - Meteor Education.pdf
- Tenjam Price List - Meteor Education.pdf
- UltraPlay Price List - Meteor Education.pdf
- UltraSite Price List - Meteor Education.pdf
- USA Capitol Price List - Meteor Education.pdf
- Wisconsin Bench Price List - Catalog - Meteor Education.pdf

METEOR EDUCATION

CONFIDENTIALITY STATEMENT

The information listed below is confidential and contains trade secrets and/or privileged information and such data shall only be disclosed for evaluation purposes. It is only for the information of the intended recipient, the Association of Educational Purchasing Agencies, and may not be used, published or redistributed without the prior written consent from Meteor Education, LLC.

Confidential or Proprietary information is contained on the following pages:

- Page 26 – Sales History
- Pages 27-34 – Installer sales reps and consultant contacts
- Page 50 – Installer partner information
- Page 56-66 – Installation partners Small/MWBE/Veteran/HUB Designations
- Page 75 – References
- Pages 78-80 – Meteor Connect



Part D - Questionnaire

AEPA 022

Furniture

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “*Part D – Questionnaire – Name of Company*”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: Meteor Education, LLC.

Company Address: 690 NE 23 Avenue

City, State, zip code: Gainesville, FL 32609

Website: www.meteorededucation.com

Contact Person: James A. Land

Title: Secretary

Phone: 800-699-7516

Email: bids@meteorededucation.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: _____ public company privately owned company

In what year was this business started under its present name? 2008

Under what additional, or, former name(s) has your business operated? Please see "Growth Timeline" attached hereto.

Is this business a corporation? No _____ Yes. If yes, complete the following:
Date of Incorporation: N/A
State of Incorporation: N/A
Name of President: N/A
Name(s) of Vice President(s): N/A
Name of Treasurer: N/A
Name of Secretary: N/A

Is this business a partnership? _____ No Yes. If yes, complete the following:
Date of Partnership: October 2, 2008
State Founded: Florida
Type of Partnership, if applicable: Limited Liability Company
Name(s) of General Partner(s): SMC Contrax Holdings, LLC

Is this business individually owned? No _____ Yes. If yes, complete the following:
Date of Purchase: N/A
State Founded: N/A
Name of Owner/Operator: N/A

Is this business different from those identified above? No _____ Yes
If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? No _____ Yes

Your payment was processed. Print this tax receipt for your records. It was also sent to csebzda@meteoreducation.com



Online Business Tax Receipt⁽¹⁾

Business Name **METEOR EDUCATION LLC**

Business Tax ID **44379**

This constitutes your business tax receipt for 10/1/2020 - 9/30/2021.

Your business tax(es) for the fiscal year **10/1/2020 - 9/30/2021** are as follows:

Business Categories

ID	Service Name	Tax Amount	Explanation of Calculations
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00	
1265	CATALOGUE OR MAIL ORDER SERVICE	\$105.00	Business category flat fee of \$105.00
1680	INTERIOR DECORATOR/DESIGNER (Commercial and Residential) STATE LICENSE REQ.	\$105.00	Per item fee \$105.00. Value submitted for taxation is 1.
1925	CONSULTANT	\$315.00	Per item fee \$105.00. Value submitted for taxation is 3.
TOTAL DUE:		\$525.00	

Please note that the maximum charge for any single service is \$525

Amount Due on **Thursday, September 03, 2020** is **\$525.00**

(1) This page will serve as your business tax receipt for the fiscal year 10/1/2020 - 9/30/2021.

Payments must be time-stamped by 11:59 pm on Thursday, October 01, 2020 in order to avoid late fees.

Please, note that a home occupation permit may be required for this location, someone will contact you upon review of the information



2021 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/20

This Certificate Expires on December 31, 2021

Business Name and Location Address

Certificate Number

11-8017119975-6

METEOR EDUCATION LLC
690 NE 23RD AVE
GAINESVILLE, FL 32609-6716

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

State of Florida

Department of State

I certify from the records of this office that METEOR EDUCATION, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 2, 2008, effective October 2, 2008.

The document number of this limited liability company is L08000093733.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 5, 2021, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of April, 2021*



Ronald R. DeSantis
Secretary of State

Tracking Number: 4495327422CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
METEOR EDUCATION, LLC

Filing Information

Document Number	L08000093733
FEI/EIN Number	26-3476027
Date Filed	10/02/2008
Effective Date	10/02/2008
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	11/14/2016
Event Effective Date	NONE

Principal Address

690 NE 23RD AVENUE
GAINESVILLE, FL 32609

Mailing Address

690 NE 23RD AVENUE
GAINESVILLE, FL 32609

Registered Agent Name & Address

LATHAM, III, WILLIAM I
690 NE 23RD AVENUE
GAINESVILLE, FL 32609

Name Changed: 02/12/2013

Authorized Person(s) Detail

Name & Address

Title MGRM

LATHAM, III, WILLIAM I
690 NE 23RD AVENUE
GAINESVILLE, FL 32609

Title CFO

Robertson, Teri

690 NE 23RD AVENUE
GAINESVILLE, FL 32609

Annual Reports

Report Year	Filed Date
2019	03/05/2019
2020	05/11/2020
2021	04/05/2021

Document Images

04/05/2021 -- ANNUAL REPORT	View image in PDF format
05/11/2020 -- ANNUAL REPORT	View image in PDF format
03/05/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
04/17/2017 -- ANNUAL REPORT	View image in PDF format
11/14/2016 -- LC Name Change	View image in PDF format
04/08/2016 -- ANNUAL REPORT	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
04/03/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
06/06/2012 -- ANNUAL REPORT	View image in PDF format
01/31/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
04/02/2009 -- ANNUAL REPORT	View image in PDF format
10/02/2008 -- Florida Limited Liability	View image in PDF format

Meteor Education's Growth Timeline

- 1967 – JR Office Furniture and Equipment Co. was established by Gary Junior as a reseller of used office furniture from offices in New York, NY. Within a few years, the company was also selling new office furniture.
- Early 1980s – JR Office Furniture expanded its product lines to include office supplies and also opened multiple locations.
- 1987 – Florida changed its state government and agency purchasing rules from a bid system to a more open buying system by use of “piggybacking” on existing contracts. This was an important development to the original formation of Contrax Furnishings (JR Office Furniture d.b.a. Contrax Furnishings), as the new business unit began selling to educational institutions, primarily in casework and some loose furnishings.
- By 1992 – JR Office refocused almost exclusively on contract selling through Contrax Furnishings division. The first full turnkey project was completed in 1993. Since then, we have continually grown.
- 2001 – Contrax Furnishings Inc. established.
- 2008 – Contrax Group, LLC established as a subsidiary of Contrax Furnishings, Inc. and began to offer products and services in over 25 states.
- 2010 – Contrax Furnishings, Inc. converted to Contrax Furnishings, LLC.
- 2016 – Contrax Group, LLC rebranded to MeTEOR Education, LLC to have a name that better encompassed all our service offerings.
- 2020 – MeTEOR Education, LLC became Meteor Education, LLC, for marketing purposes and to better encompass the continuous evolution of our service offerings

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L08000093733
FILED 8:00 AM
October 02, 2008
Sec. Of State
gmcleod

Article I

The name of the Limited Liability Company is:
THE CONTRAX GROUP LLC

Article II

The street address of the principal office of the Limited Liability Company is:
690 NE 23RD AVENUE
GAINESVILLE, FL. 32609

The mailing address of the Limited Liability Company is:
690 NE 23RD AVENUE
GAINESVILLE, FL. 32609

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
BILL LATHAM
690 NE 23RD AVENUE
GAINESVILLE, FL. 32609

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: BILL LATHAM

Article V

The name and address of managing members/managers are:

Title: MGRM
BILL LATHAM
690 NE 23RD AVENUE
GAINESVILLE, FL. 32609

L08000093733
FILED 8:00 AM
October 02, 2008
Sec. Of State
gmcleod

Article VI

The effective date for this Limited Liability Company shall be:

10/02/2008

Signature of member or an authorized representative of a member

Signature: BILL LATHAM

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

THE CONTRAX GROUP, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on October 2, 2008 and assigned Florida document number L08000093733.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

METEOR EDUCATION, LLC

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

_____, Florida _____

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
OCT 10 2008
P 12:01

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager
 AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
_____	_____	_____	<input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Change
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_____	_____	_____	<input type="checkbox"/> Change

2016 NOV 14 12:29
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA
FILED

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Multiple horizontal lines for amending information.

E. Effective date, if other than the date of filing: _____ (optional)
(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:
(b) The 90th day after the record is filed.

Dated November 10, 2016

William I. Latham III
Signature of a member or authorized representative of a member

William I. Latham III
Typed or printed name of signee

FILED
2016 NOV 14 P 12:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

LIMITED LIABILITY COMPANY AGREEMENT
OF
THE CONTRAX FURNISHINGS GROUP, LLC

This LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of The Contrax Furnishings Group, LLC, a Florida limited liability company (the "Company"), is made as of March 15, 2010, by Contrax Furnishings, LLC., a Delaware corporation (together with any party hereafter admitted as a member of the Company in accordance with the terms hereof, the "Members").

Intending to be legally bound, the Members hereby agree as follows:

1. Formation of the Company. The Company was formed on October 2, 2008, upon the execution and filing of articles of formation (as amended from time to time, the "Articles") with the Florida Department of State, Divisions of Corporations in accordance with the provisions of the Florida Limited Liability Company Act, as amended (the "Act").

2. Term. The Company will have perpetual existence unless terminated in accordance with this Agreement.

3. Name. The name of the Company will be "The Contrax Furnishings Group, LLC" or such other name that complies with applicable law as the Board may select from time to time.

4. Purpose; Powers. The Company is organized for the object and purpose of engaging in all such lawful transactions and business activities as may be determined from time to time by the Board. The Company will have any and all powers necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be lawfully exercised by limited liability companies under the Act.

5. Offices. The principal office of the Company, and such additional offices as the Board may determine to establish, shall be located at such place or places inside or outside the State of Florida as the Board may designate from time to time. The registered office of the Company required by the Act to be maintained in the State of Florida shall be the office of the initial registered agent named in the Articles or such other office (which need not be a place of business of the Company) as the Board may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Florida shall be the initial registered agent named in the Articles or such other Person or Persons as the Board may designate from time to time in the manner provided by law.

6. Members. The name and address of each Member of the Company are as set forth on Schedule I attached hereto. Schedule I attached hereto shall be amended from time to time to reflect the future admission of each additional or substitute Member.

7. Management of the Company.

(i) Management by the Board. There is hereby established a board of directors of the Company (the "Board") which shall have the sole right to manage the business of the Company and shall have all the powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company, and except as otherwise provided herein no Member shall have any authority to act for or bind the Company but shall have only the right to vote on or approve the actions herein specified to be voted on or approved by the Members. The Board shall be the "manager" of the Company for the purposes of the Act.

(ii) Board Composition and Election. The Board shall be initially comprised of five individuals, who shall be Bruce Robertson, Mark Deutsch, Carl Hedlund, William Latham and John Crawford. Thereafter, the Board shall be comprised of such number of individuals to be determined from time to time by the Board (each individual comprising the Board is referred to hereinafter as a "Director"). Each Director shall be appointed by the Members holding a majority of the outstanding Units. Each Director shall hold office until a successor is duly elected and qualified or until his death, resignation or removal.

(iii) Removal; Vacancies; Resignation. Any Director may be removed from the Board, with or without cause, at the written request of the Members holding a majority of the outstanding Units and under no other circumstances. Any Director position to be filled by reason of an increase in the number of Directors or by any other reason shall be filled by the Members holding a majority of the outstanding Units. Any Director may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

(iv) Board Meetings. A majority of the total number of elected Directors shall constitute a quorum for the transaction of business of the Board. Each Director shall be entitled to one vote upon any matter submitted to a vote at a meeting of the Board. Unless otherwise required by the Act or this Agreement, the affirmative vote of a majority of the number of votes of the elected Directors shall be the act of the Board. Meetings of the Board may be held at such place or places as shall be determined from time to time by resolution of the Board. Regular meetings of the Board shall be held at such times and places as shall be designated from time to time by resolution of the Board. Notice of such meetings shall not be required. Special meetings of the Board may be called by any Directors on at least three business days notice to each Director. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law. Attendance at a meeting shall constitute waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(v) Action by Written Consent. Any action permitted or required by the Act, the Articles or this Agreement to be taken at a meeting of the Board or any committee designated by the Board may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Directors or members of such committee, as the case may be, having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Divisions of Corporations of the State of Florida, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Board or any such committee, as the case may be. Prompt notice of the taking of any action by the Directors without a meeting by less than unanimous written consent shall be given to those Directors who did not consent in writing to the action.

(vi) Committees. The Board may designate one or more committees, and each committee shall consist of at least three of the Directors, except as otherwise determined by the Board. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

(vii) Officers. The individuals set forth on Schedule II shall be the initial officers of the Company in the capacities set forth across from such individual's name thereon. Thereafter, the Board may, from time to time, remove any officer and/or designate one or more persons to be officers of

the Company. No officer need be a resident of the State of Florida, a Member or a Manager. Any officers so designated shall have such authority and perform such duties as the Board may, from time to time, delegate to them. The Board may assign titles to particular officers. Unless the Board otherwise decides, if the title is one commonly used for officers of a business corporation formed, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office. Each officer shall hold office until such officer's successor shall be duly designated and shall qualify or until such officer's earlier death, resignation or removal by the Board. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Board.

8. Units and Capital Contributions. Each Member holds the number of Units as set forth on Schedule I. The Members may, but shall not be required to, make additional contributions to the capital of the Company; provided, that, no additional contributions to the capital of the Company shall be made without the written consent of the Board. The Board shall maintain Schedule I and amend it as necessary to reflect (i) any transfer of Units permitted hereunder and (ii) the issuance of any additional Units issued in connection therewith. Persons or entities hereafter admitted as additional Members of the Company shall make such contributions of cash, property or services to the Company as shall be determined by the Board at the time of each such admission. The Company may (but need not) issue certificates to the Members representing the Units held by each Member. For the purposes hereof, "Unit" means an interest of a Member in the Company representing a fractional part of the interests of all Members and having the rights and obligations specified with respect to such Units in this Agreement.

9. Allocations of Profits and Losses; Capital Accounts. Except as may be required by the Internal Revenue Code of 1986, as amended, the Company's profits and losses will be allocated among the Members pro rata in accordance with the number of outstanding Units held by each Member. The Company shall maintain a separate capital account (the "Capital Accounts") for each Member according to the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). For this purpose, the Company may, upon the occurrence of the events specified in Treasury Regulation Section 1.704-1(b)(2)(iv)(f), increase or decrease the Capital Accounts in accordance with the rules of such regulation and Treasury Regulation Section 1.704-1(b)(2)(iv)(g) to reflect a revaluation of the Company property.

10. Distributions. Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Board may determine. Distributions shall be made to Members pro rata in accordance with the number of outstanding Units held by each Member immediately prior to a distribution.

11. Assignments. A Member may assign all or any portion of its Units only (i) with the consent of the remaining Members (if any), which consent may be given or withheld in each such Member's sole discretion, and (ii) upon such assignee's agreement in writing to be bound by the terms hereof. Upon any such permitted assignment, the assignee will be admitted to the Company as a substitute Member.

12. Dissolution. The Company will be dissolved and its affairs will be wound up and terminated only upon (i) the affirmative vote of each of the Members or (ii) an administrative dissolution or the entry of a decree of judicial dissolution under Section 18-802 of the Act. Upon dissolution, the Company will be liquidated in an orderly manner by the Members.

13. Limitation on Liability. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Director or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Director or officer.

14. Amendments to Agreement. The terms and provisions of this Agreement may be modified or amended, or amended and restated with the written consent of the Members.

15. Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws (and not the laws of conflicts) of the state of Florida.

16. Exculpation and Indemnification.

(i) No Director or officer of the Company shall be liable to the Company, any other Director, any other officer of the Company or to any Member for any loss suffered by the Company unless such loss is caused by such Director's or such officer of the Company's gross negligence, willful misconduct, intentional violation of law or material breach of this Agreement or any other agreement between the Company and/or its subsidiaries and such Director and/or officer of the Company. No Director or officer of the Company shall be liable for errors in judgment or for any acts or omissions that do not constitute gross negligence, intentional misconduct, knowing violation of law or material breach of this Agreement or any other agreement between the Company and/or its subsidiaries and such Director and/or officer of the Company. Any Director and any officer of the Company may consult with counsel and accountants in respect of Company affairs, and provided such Director or officer of the Company, as the case may be, acts in good faith reliance upon the advice or opinion of such counsel or accountants, such Director or such officer of the Company, as the case may be, shall not be liable for any loss suffered by the Company in reliance thereon.

(ii) Subject to the limitations and conditions as provided in this Section 16, each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, she, it or a Person of whom he, she or it is or was the legal representative, is or was an officer of the Company or Director or while an officer of the Company or Director is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust or other enterprise shall be indemnified by the Company to the fullest extent permitted under applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties, fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such Person in connection with such Proceeding; provided that (i) such Person's course of conduct was pursued in good faith and believed by him to be in the best interests of the Company and (ii) such course of conduct did not constitute gross negligence, intentional misconduct, or knowing violation of law on the part of such Person and otherwise was materially in accordance with the terms of this Agreement. Indemnification under this Section 16 shall continue with respect to a Person who has ceased to serve in the capacity which initially entitled such Person to any indemnity hereunder. The rights granted pursuant to this Section 16 shall be deemed contractual rights, and no amendment, modification or repeal of this Section 16 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Section 16 could involve indemnification for negligence other than gross negligence.

(iii) The right to indemnification conferred in this Section 16 shall, upon approval by the Board, include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 16(ii) who was, is or is threatened to be

made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided that the payment of such expenses incurred by any such Person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of his, her or its good faith belief that he, she or it has met the standard of conduct necessary for indemnification under Section 16 and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this Section 16 or otherwise.

(iv) The Company may indemnify and advance expenses to any Person, as determined by the Board, by reason of the fact that such Person was an employee or agent of the Company or is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him, her or it and incurred by him, her or it in such a capacity or arising out of his, her or its status as such a Person to the same extent that it shall indemnify and advance expenses to Directors and officers of the Company under this Section 16.

(v) Notwithstanding any other provision of this Section 16, the Company may pay or reimburse reasonable out-of-pocket expenses incurred by a Director, officer or employee of the Company in connection with his, her or its appearance as a witness or other participation in a Proceeding related to or arising out of the business of the Company at a time when he, she or it is not a named defendant or respondent in the Proceeding.

(vi) The right to indemnification and the advancement and payment of expenses conferred in this Section 16 shall not be exclusive of any other right which a Director, officer of the Company or other Person indemnified pursuant to this Section 16 may have or hereafter acquire under any law (common or statutory), provision of the Articles or this Agreement, separate contractual arrangement, vote of Members or disinterested Directors or otherwise.

(vii) The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was serving as a Director, officer, employee or agent of the Company or is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power or obligation to indemnify such Person against such expense, liability or loss under this Section 16.

(viii) If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Director, officer of the Company or any other Person indemnified pursuant to this Section 16 as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the fullest extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

17. Creditors, Title to Company Assets. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any of its affiliates, and no creditor who makes a loan to the Company or any of its affiliates may have or acquire (except pursuant to the terms of a separate agreement executed by the Company in favor of such creditor) at any time as a result of making the loan any direct or indirect interest in profits, losses, distributions, capital or property other

than as a secured creditor. The Company assets shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company assets or any portion thereof. Legal title to any or all Company assets may be held in the name of the Company, the Board or one or more nominees, as the Board may determine. The Board hereby declares and warrants that any Company assets for which legal title is held in its name or the name of any nominee shall be held in trust by the Board or such nominee for the use and benefit of the Company in accordance with the provisions of this Agreement. All Company assets shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company assets is held.

18. Opt-in to Article 8 of the Uniform Commercial Code. The Members hereby agree that the membership interests defined herein shall be securities governed by Article 8 of the Uniform Commercial Code of the State of Florida (and the Uniform Commercial Code of any other applicable jurisdiction).

* * * * *

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement as of the date first written above.

CONTRAX FURNISHINGS, LLC.

By: William I. Latham III
Name: William I. Latham III
Its: CEO

Schedule I
to
Limited Liability Company Agreement
of
The Contrax Furnishings Group, LLC

March 15, 2010

Member	Units
Contrax Furnishings, LLC 690 NE 23rd Avenue Gainesville, FL 32609 Attention: Chief Executive Officer Facsimile: (877) 373-0622	100

Schedule II
to
Limited Liability Company Agreement
of
The Contrax Furnishings Group, LLC

Initial Officers

William Latham	Chief Executive Officer
John Crawford	President, Secretary
James Land	Assistant Secretary



FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 16, 2016

STEVEN RICHMAN
1075 PEACHTREE STREET, SUITE 2500
ATLANTA, GA 30309

Re: Document Number L08000093733

The Articles of Amendment to the Articles of Organization for THE CONTRAX GROUP LLC which changed its name to METEOR EDUCATION, LLC, a Florida limited liability company, were filed on November 14, 2016.

The certification you requested is enclosed.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Stacey M Warren
Regulatory Specialist II
Division of Corporations

Letter Number: 016A00024582

State of Florida



Department of State

I certify from the records of this office that THE CONTRAX GROUP LLC which changed its name to METEOR EDUCATION, LLC, is a limited liability company organized under the laws of the State of Florida, filed on October 2, 2008, effective October 2, 2008.

The document number of this company is L08000093733.

I further certify that said company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on April 8, 2016, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Sixteenth day of November, 2016



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

Is this business minority-owned?

No Yes

Does this business have an Affirmative Action plan/statement?

No Yes

Business Headquarter Location

Business Address 690 NE 23 Avenue
City, State, zip code Gainesville, FL 32609
Phone 800-699-7516
How long at this address? 53 years

Business Branch Location(s)

Branch Address 8400 Esters Boulevard, Unit 165
City, State, zip code Irving, TX 75063
Branch Address 9002 FM1585, Unite F
City, State, zip code Wolfforth, TX 79382
Branch Address 1318 E. Shaw, Ste. 415
City, State, zip code Fresno, CA 93710
Branch Address
City, State, zip code

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	\$75,317,391.65	\$92,195,685.63	\$46,085,604.52
Higher Education Institutions	\$1,545,680.58	\$147,091.01	\$68,567.88
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits	\$205,510.17	\$81,026.42	\$11,780.54
Private Sector	\$1,538,990.68	\$2,098,178.74	\$1,032,167.65
Total	\$78,607,573.08	\$94,521,981.80	\$47,198,120.59

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	\$75,317,391.65	\$92,195,685.63	\$46,085,604.52
Higher Education Institutions	\$1,545,680.58	\$147,091.01	\$68,567.88
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits	\$205,510.17	\$81,026.42	\$11,780.54
Private Sector	\$1,538,990.68	\$2,098,178.74	\$1,032,167.65
Total	\$78,607,573.08	\$94,521,981.80	\$47,198,120.59

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Lanie Hart	Strategic Bid and Contracts Manager	800-699-7516	bids@meteoreducation.com
Sales Manager	Matthew Riddick	Managing Director, Carolinas/Virginia Studio	800-699-7516 or 919-518-7090 direct	mriddick@meteoreducation.com
Customer & Support Manager	Matthew Riddick	Managing Director, Carolinas/Virginia Studio	800-699-7516 or 919-518-7090 direct	mriddick@meteoreducation.com
Distributors, Dealers, Installers, Sales Reps	Installers and Sales Reps - please see attached.	Please see attached.	Please see attached.	Please see attached.
Consultants & Trainers	Please see attached.	Please see attached.	Please see attached.	Please see attached.
Technical, Maintenance & Support Services	James Land	Managing Director, Operations & Fast Team Studio	800-699-7516	jland@meteoreducation.com
Quotes, Invoicing & Payments	Quotes: Matthew Riddick Invoicing & Payments: Beth Barnett	Managing Director, Carolinas/Virginia Studio Director of Billing & Collections	Quotes: 800-699-7516 or 919-518-7090 direct Invoicing & Payments: 800-699-7516	mriddick@meteoreducation.com bbarnett@meteoreducation.com
Warranty & After the Sale	Melinda McNeil	Service Coordinator	800-699-7516	mmcneil@meteoreducation.com
Financial Manager	Teri Robertson	Chief Financial officer	800-699-7516	trobertson@meteoreducation.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
Please see attached.		

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

Meteor Education's sales and quoting team are well versed in the applications and benefits of similar contracts, and our purchasing team is knowledgeable in reporting requirements. We will develop training materials to emphasize key features of the new contract. At a minimum, all sales team and support staff personnel will go through a one-hour webinar training session to review pertinent contract details. They will also be given resources to ensure their success in selling off this contract. These resources will include internal support with the contract, contact information of AEPA representative, and contract marketing material. Meteor Education will designate one individual who will represent them to the AEPA, its AEPA Member Agencies during the contract period. This contact person will correspond with each AEPA Member Agency for technical assistance, problems, or questions that may arise – updating the sales team(s) and support staff accordingly.

Work Force - Installation Partners

Name	Title	Phone	Email
ABS Facility Services	Installation Partner	951.817.9944	@bbowyer@4abs.net
Accurate Corporate Services, Inc.	Installation Partner	503.887.7228	devin@acs-jei.com
Advance Moving & Install	Installation Partner	772.285.9168	moveandinstall@gmail.com
Advance Office Installations	Installation Partner	302.420.7367	vic@aoi-inc.us
AFI	Installation Partner	484.340.0176	mpagegala@afi-inc.net
All American Worldwide, Inc	Installation Partner	214.236.9675	dgood@allamericanworldwide.com
All Systems Installation	Installation Partner	801.366.0461	asi@xmission.com
ALTERNATIVE OFFICE SERV	Installation Partner	208.939.2005	ron@aosidaho.com
AMAZING INSTALLATIONS	Installation Partner	916.383.6999	teammaze@sbcglobal.net
A-PIC Works	Installation Partner	210.707.4818	apicworks@yahoo.com
Armstrong Relocation	Installation Partner	210.225.6683 ext.4945	ddailey@goarmstrong.com
Aspen Gold LLC	Installation Partner	801.898.7226	jim@aspencube.com
BAY AREA INSTALLATIONS	Installation Partner	510.895.8196	herman@baiinc.com
Bearded Movers & Logistics	Installation Partner	864.660.7128	beardedmovers2020@gmail.com
Bekins Northwest – Spokane	Installation Partner	509.922.1501	droyal@bekins.net
Beyond Moves and Installations, LLC	Installation Partner	720.340.0418	catherine.hall@beyondmi.com
Blue Sky Installations	Installation Partner	970.985.0207	davidfritzlan@me.com
Bolt FDI	Installation Partner	806.559.0140	lhickey@boltfdi.com
CallTanny	Installation Partner	949.380.0235	tanny@calltanny.com
CAL-TECH	Installation Partner	559.289.9527	dant@cal-tech.biz
Changing Spaces	Installation Partner	717.909.6009	jeffclark@changingspacesinc.com
Chipman Relocation	Installation Partner	503.209.3807	dthayer@chipmanrelo.com
Cimarron Office Furniture	Installation Partner	916.300.1217	rich-magee@cimoffice.com
CLAUDIO SABATO INC.	Installation Partner	321.863.1625	csabato@icloud.com
Commercial Furniture Installation	Installation Partner	505.977.5171	timbringle@gmail.com
Commercial Furniture Interiors	Installation Partner	803.580.4041	sbrakmic@cfi-nc.com
Coordinated Project Installations	Installation Partner	707.578.8255 ext. 13	Jacque@coordinatedproject.com
C-Serv	Installation Partner	512.560.9855	bill@cserveaustin.com
Dan's Delivery And Installation	Installation Partner	559.349.8220	dansdeliveryandinstall@gmail.com
Dependable Relocation/Daryl Flood	Installation Partner	512.493.8057	FGarza@dependablerelo.com
Dunn Right Installation	Installation Partner	612.747.2115	Nhenderson.dri@gmail.com
Elite Install Services	Installation Partner	801.824.5264	daniel@eliteinstallservices.com
EVERGREEN FURNITURE INS	Installation Partner	360.888.6640	daveefi@yahoo.com
Expert Furniture Installations	Installation Partner	404.275.6653	tquaile@ojinstallations.com
Facilities Installation Relocation & Management (The Firm)	Installation Partner	585.381.3476	david@thefirmny.com scaruso@thefirmny.com
Fit & Finish Installation LLC,	Installation Partner	727.218.6933	denisibra3@gmail.com
FIVE STAR OFFICE INSTALL	Installation Partner	612.860.1927	shon@fivestaroi.com
Furniture Representatives Ltd	Installation Partner	516.333.4400	Dana@FRLFurniture.com
G&L INSTALLATIONS, INC.	Installation Partner	281.931.4678	rgage@ginstall.com
HD Installation, Inc	Installation Partner	310.631.5774	hellis@hdinstallations.com

Name	Title	Phone	Email
Heartland Office Installers Inc	Installation Partner	402.671.4181	cjensen@heartlandoffice.biz
Hernandez Installation Services	Installation Partner	714.996.0551	jose@hernandezinstallation.com
HIS Construction	Installation Partner	401.265.7117	smarsocci@hsiconstruction.com
HOUSTON INSTALLATION SE	Installation Partner	713.462.7067	juan@houstoninstallation.com
Imlach Movers, Inc.	Installation Partner	214.770.9310	Linda.Davis@imlachgroup.com
INNOVATIVE INSTALLATION	Installation Partner	512.592.2104	cliff@innovativeinstallationsolutions.com
INNOVATIVE MOVING SYSTEM	Installation Partner	505.903.9896	wmoss@innovativemoving.com
Installation Masters Group, Inc	Installation Partner	214.282.1002	imginc2@earthlink.net
INSTALLATION UNLIMITED	Installation Partner	984.242.6676	drobinson@installationunlimitedinc.com
Interior Management Group, Inc.	Installation Partner	925.580.2642	joel@imgbayarea.com
Ironman Installation	Installation Partner	214.843.8400	markcole@ironmaninstallation.com
J&D Installation	Installation Partner	724.448.0769	jdinstall@yahoo.com
JEI Corporate Sevices	Installation Partner	916.589.0467	KDinsmore@jei-cs.com
JEROME J JOHNSON	Installation Partner	727.238.9873	Johnsonjjerome@hotmail.com
Jez Enterprises	Installation Partner	501.519.2646	Richard Jez <rjez@jezinc.com>
KINNEY OFFICE INSTALL AT	Installation Partner	719.359.2578	kinneyofficeinstallations@gmail.com
LANDMARK OFFICE INSTALL	Installation Partner	813.526.6038	jonathanjason87@gmail.com
Lone Star Installation Services	Installation Partner	512.560.9855	lonestarinstallationservices@gmail.com
Lovgren & Associates	Installation Partner	916.765.0907	burt@lovgren-assoc.com
MID Enterprises	Installation Partner	919.669.0245	midenterprises@bellsouth.net
Modular Installation Services, Inc. (MIS)	Installation Partner	512.835.7706	mpgould@modularinstall.com
MODULAR MOVING CONCEPTS	Installation Partner	210.825.1408	mike@modularmovingconcepts.com
Moving Solutions Inc.	Installation Partner	505.270.1125	jordan.Olivier@MovingSolutionsus.com
National Distribution Service, Inc.	Installation Partner	816.682.1637	Isaac McFarland <isaac@ndsstl.com>
NOR-CAL MOVING SERVICES	Installation Partner	510.780.2712	flazzaretto@nor-calmoving.com
o2west Group	Installation Partner	323.270.9043	carlos@o2westgroup.com
OF Installations	Installation Partner	904.647.6189	mhelms@ofinstallations.com
Office Concepts Installations & Relocations, LLC	Installation Partner	866.632.2883	michael@ocirwest.com
OFFICE FURNITURE MASTERS	Installation Partner	972.898.8813	paul@officefurnituremasters.com
Office Furniture Services, Inc.	Installation Partner	503.236.7895	accounting@officefutureservices.com
Office Technicians	Installation Partner	774.451.1501	jeffh@officetechnicians.com
On Point Installations, Inc.	Installation Partner	630.669.5267	bvetter@onpointinstallations.com
On The Move	Installation Partner	510.956.3500	libby@onthemovesf.com
PDQ INSTALLATIONS, LLC	Installation Partner	845.988.7307	ktlpt@optonline.net
Premiere Install Movers, LLC	Installation Partner	214.334.5140	pablo@pimovers.com
Professional Modular Installations	Installation Partner	661.599.0869	tad@promodinstall.com
QUALITY FURNITURE INSTALLATION	Installation Partner	559.765.6752	dean@qfinstallation.com
Quality Installers LLC	Installation Partner	904.210.1134	chad@qualityinstallers.net
RB Install	Installation Partner	720.982.9383	rblazon1961@gmail.com

Name	Title	Phone	Email
Ready To Assemble Inc	Installation Partner	214.634.2600	kla40@readytoassembleinc.net
Reliable Office Solutions	Installation Partner	915.471.1127	jim@rosinstall.com
S and S Home Inspections LLC	Installation Partner	831-883-8380	sh8789105@gmail.com
Shaker Transport	Installation Partner	518.542.4076	ALB@shakertransport.com
Showcase Facility Solutions	Installation Partner	714.356.1806	rick@showcase-fs.com
Sierra Valley Moving & Storage, Inc.	Installation Partner	916.649.3400	Ray@svmoving.com
SLT Design Group	Installation Partner	916.812.5549	chris@sltdesigngroup.com
Smooth Moves	Installation Partner	509.460.8158	smoothmoves03@gmail.com
Southland Office Interiors	Installation Partner	714.441.2155	ana@soi-inc.com
Spartan Installation Group	Installation Partner	517.285.1158	spartaninstallation@gmail.com
SPECIALTY LABOR SERVICE	Installation Partner	804.397.5301	sdaniel@specialtylaborservices.com
Stations	Installation Partner	916.601.3875	rchavez@gostations.com
Suddath Relocation Systems of Oregon, LLC	Installation Partner	503.914.1228	anthony.baldoni@suddath.com
Sunrise Installation	Installation Partner	817.798.6575	shelliprice.sunrise@gmail.com
Superior Install	Installation Partner	561.718.5910	john@superiorinstall.net
Tennessee Office Supply	Installation Partner	423.677.9257	jim.jordan@tnofficesupply.com
Texas Furniture Installation Service	Installation Partner	832.600.8150	sgarcia@texasfis.com
The Core Group	Installation Partner	630.878.2726	curtis.brown@comcast.net
The Furniture Pros	Installation Partner	817.564.6003	thefurniturepros@gmail.com
Tiger Moving	Installation Partner	864.908.9028	tigermoving@gmail.com
TL Stewart LLC	Installation Partner	248.760.5197	tlstewart2@gmail.com
TX Office Installation Services, Inc.	Installation Partner	817.589.2667	Chris@TXOfficeInstall.com
UF MOVER GUYS LLC	Installation Partner	352.415.0886	ufmove@gmail.com
Valley Office Installations LLC	Installation Partner	541.944.5098	valleyoffinstall@gmail.com
WAREHOUSE BY DESIGN	Installation Partner	719.648.0620	kirk@warehousebydesign.net
WC Installations LLC	Installation Partner	518.951.8792	jsmith@wcinstallationsllc.com
YAKIMA TRANSFER & STORAGE CO	Installation Partner	509.453.4888	todd@yakimatransfer.com

Work Force - Meteor Education's Sales Reps

First Name	Last Name	Title	Phone	Email
Kari	Sborov	Inside Sales Development Specialist	360-581-3793	ksborov@meteorededucation.com
Emily	Alessandri	Director of Market Development	559-908-3696	ealessandri@meteorededucation.com
Gina	Labier	Director of Market Development	925-727-2827	glabier@meteorededucation.com
Ann	Greiner	Learning Environment Specialist	415-516-0459	agreiner@meteorededucation.com
Dana	Preble	Learning Environment Specialist	559-917-0934	dpreble@meteorededucation.com
Debra	Cappadona	Learning Environment Specialist	925-963-0737	dcappadona@meteorededucation.com
Diana	Polsfuss	Learning Environment Specialist	442-242-4497	dpolsfuss@meteorededucation.com
Eric	Bletscher	Learning Environment Specialist	559-903-4216	ebletscher@meteorededucation.com
Heather	Bohannon	Learning Environment Specialist	805-630-2317	hbohannon@meteorededucation.com
Robert	Farney	Learning Environment Specialist	415-265-1678	rfarney@meteorededucation.com
Sharon	Bolle	Learning Environment Specialist	909-631-3902	sbolle@meteorededucation.com
Kevin	Beck	Managing Director	916-997-9232	kbeck@meteorededucation.com
Brent	Jones	Learning Environment Specialist	970-216-2287	bjones@meteorededucation.com
Jaynell	Oyomire	Inside Sales Coordinator	407-988-5731	joyomire@meteorededucation.com
Jamar	Williams	Inside Sales Development Specialist	513-319-6006	jwilliams@meteorededucation.com
Darin	Coleman	Learning Environment Specialist	352-262-9207	dcoleman@meteorededucation.com
Kelly	Junior	Learning Environment Specialist	352-317-1955	kjunior@meteorededucation.com
Taylor	Steward	Learning Environment Specialist	321-759-1580	tsteward@meteorededucation.com
James	Land	Managing Director Operations and Fast Team Studio	352-514-7412	jland@meteorededucation.com
Philip	Buckley	VP of Growth	904-868-2154	pbuckley@meteorededucation.com
Lawrence	Metsch	Managing Director	404-736-4089	lmetsch@meteorededucation.com
Nalesa	Lindner	Sales Development Research Specialist - Team Lead	352-727-1977	nlindner@meteorededucation.com
Brandon	Hillman	Director of Market Development	231-740-6351	bhillman@meteorededucation.com
Cindy	Wessel	VP of Sales and Marketing	321-355-8445	cwessel@meteorededucation.com
Patrick	Horne	Managing Director	406-926-1198	phorne@meteorededucation.com
Mike	Webb	Learning Environment Development Specialist	704-292-8909	mwebb@meteorededucation.com
Jessica	Allen	Learning Environment Specialist	704-685-2000	jallen@meteorededucation.com
Matthew	Riddick	Managing Director, North Carolina/Virginia Studio	919-518-7090	mriddick@meteorededucation.com

First Name	Last Name	Title	Phone	Email
David	Geu	Sales Support Coordinator	719-258-0765	dgeu@meteorededucation.com
Joe	Laura	Learning Environment Specialist	845-238-0253	jlaura@meteorededucation.com
Martin	Groginski	Learning Environment Specialist	315-256-3334	mgroginski@meteorededucation.com
Roxann	Gallagher	Learning Environment Specialist	315-571-8082	rgallagher@meteorededucation.com
Erik	Kinyon	Sales Support Coordinator	716-510-3682	ekinyon@meteorededucation.com
Margaret	Humphrey	Inside Sales Development Specialist	321-355-1567	mhumphrey@meteorededucation.com
Chris	Kelly	Managing Director	215-280-3235	ckelly@meteorededucation.com
Jason	Zalewski	Learning Environment Specialist	828-808-1118	jzalewski@meteorededucation.com
Rachel	Holtzclaw	Learning Environment Specialist	864-607-6156	rholtzclaw@meteorededucation.com
Richard	Martin	Sales Operations Manager	352-817-5212	rmartin@meteorededucation.com
Lacey	Steward	Director of Market Development	281-236-3383	lsteward@meteorededucation.com
Elizabeth	Bolton	Learning Environment Specialist	409-332-0552	ebolton@meteorededucation.com
Jennifer	Lewis	Learning Environment Specialist	210-382-5659	jenlewis@meteorededucation.com
Kimberly	Madewell	Learning Environment Specialist	214-729-7388	kmadewell@meteorededucation.com
Matt	Mikolay	Learning Environment Specialist	806-441-2236	mmikolay@meteorededucation.com
Veronica	Pohl	Learning Environment Specialist	469-520-6486	vpohl@meteorededucation.com
Ann	Kitten	Managing Director	806-777-5096	akitten@meteorededucation.com
Jordan	Lockhart	Director of Market Development	817-360-3426	jlockhart@meteorededucation.com
Kimberly	Sorenson	Learning Environment Specialist	385-258-8874	ksorenson@meteorededucation.com
Amy	Medders	Sales Support Manager	540-361-0668	amedders@meteorededucation.com
Cole	Saxton	Learning Environment Specialist	206-530-3389	csaxton@meteorededucation.com
Karen	Gray-Ensley	Learning Environment Specialist	360-831-5268	kensley@meteorededucation.com

Trainers and Consultants Information - 2021

Name	Title	Phone	Email
Ruth Brus	VP of Learning Services	407-227-4321	rbrus@meteorededucation.com
Pam Gaschler	Learning Experience Coordinator	785-623-8120	pgaschler@meteorededucation.com
Bryan Wimmer	Learning Experience Coordinator	440-213-9512	bwimmer@meteorededucation.com
Jennifer Mattu	Learning Experience Coordinator	724-882-0535	jmattu@meteorededucation.com
Sharon Barno	Learning Experience Coordinator	720-299-2894	sbarno@meteorededucation.com
Lesley Lindell	Learning Experience Coordinator	971-899-1788	llindell@meteorededucation.com
Becky Baylor	Learning Experience Coordinator	704-577-4452	bbaylor@meteorededucation.com
LindaGail Walker	Executive Director of Innovation and Impact	806-292-2361	lgwalker@meteorededucation.com
Laura Lockhart	Director of Leadership Engagement	817-914-3107	llockhart@meteorededucation.com
Linda Dove	Sr VP for Learning Services	407-921-2849	ldove@meteorededucation.com
Page Dettmann	Chief Education Evangelist	941-404-0425	pdettmann@meteorededucation.com
Virginia Alonso	Math Consultant	937-726-9165	ps.mcclain@yahoo.com
Libby Carnohan	ELA Consultant	803-422-2185	lcarnohan@gmail.com
Jill Lewis	Elementary Consultant	720-884-6565	jlewis@meteorededucation.com
Hillary Pohlmann	Elem. Reading and Math Consultant	720-548-0681	hbphlmann@yahoo.com
Betsy Sapienza	K-12 Literacy Consultant	512-663-8446	betsysapienza@aol.com
Rose Luna	Media Center Consultant	516-297-6441	rl@meteorededucation.com
Margaux Calemno	Media Center Consultant	516-320-0630	metadatachick@gmail.com
David Driver	Social Studies and ELA Consultant	407-929-3954	Ddriver22@gmail.com
Brian Burnett	Secondary Math, Technology Consultant	202-491-6223	bhburnett@gmail.com
Diane Knight	Elem and Seconary ELA Consultant	407-616-4363	dknight@meteorededucation.com
Sharon Wright	Elementary Consultant	806-543-4667	swright@meteorededucation.com
Becky Jones	Secondary Math Consultant	407-808-5693	rjones@meteorededucation.com
Pam Guyton	Secondary Math Consultant	407-590-3741	pguyton@meteorededucation.com
Charisse Lyman	K-12 ELA Consultant	949-636-9164	charisseoyolokor@gmail.com
Beverly Liberato	K-12 Literacy Consultant	915-330-9030	rowlandbeverly8@gmail.com
Randy Ball	K-12 Math, Soial Studies, Tech. Consultant	972-639-7490	rball@meteorededucation.com
Lindsey Tucker	K-12 Social Emotional Learning Consultant	312-576-6513	Lindsey@sprucelearning.com
Penny Konicek Guerrero	K-12 ELA and Social Studies Consultant	281-389-0042	pkonicek@att.net
Terry Bartlow	K-12 Social Emotional Learning, Reading Consulnt	970-212-4837	tdbartlow@gmail.com
James Mackin	Leadership	845-223-5794	Mrmack879@gmail.com
Kelly Almer	Elementary and Scondary Literacy Consultant	303-642-6708	kalmer@meteorededucation.com
Shari Solberg Ayers	Literacy and Social Studies Consultant	602-312-6477	sayers@meteorededucation.com
Nichole Lee Schlagel	K-12 Trauma sensitive training, ELA and Leadership Training	970-420-2980	Niki.schlage@gmail.com
Scott Perlman	K-12 Social Emotional Learning, Social Studies Consultant	203-885-2226	Sperlman59@gmail.com
Kern Halls	Cafeteria design and staff training for increase profit	407-765-3677	kern@ingeniouscc.com
Susanne Pena	K-12 Math, ELAnd Dual Language Consultant	917-334-3491	Susannepena@yahoo.com
Carla Betts	Pre-School and Elementary Consultant	407-923-5395	bettssey@hotmail.com
Jim McKenzie	Leadership	352-331-7625	jimmckenzie@trsonline.org
Larry Brunson	K-12 Social Emotional, Spec. ED. Consultant	562-370-6330	mrlb200712@gmail.com
Deb Dunn	K-12 Literacy Consultant	508-645-2160	ddclimb@aol.com
Cynthia Outen	Secondary ELA Consultant	843-615-2060	cindy.ouden@gmail.com
Cheryl Spittler	K-12 ELA and Math Consultant	970-685-7310	cherylsnittler65@gmail.com
John Schembari	K-12 ELA, Leadership Consultant	908-442-6636	johnschembari@msn.com
Eric Burke	K-12 ELL and Secondary Science	562-251-7488	eburke1994@gmail.com

Meteor Education's Sales Force

Number of Sales Reps	City	State - Province
1	Bella Vista	AR
2	Fresno	CA
1	Carmichael	CA
1	Richmond	CA
1	Clovis	CA
1	Livermore	CA
1	San Diego	CA
1	Fresno	CA
1	Thousand Oaks	CA
1	San Rafael	CA
1	Riverside	CA
1	El Dorado Hills	CA
1	Erie	CO
1	Beverly Hills	FL
3	Gainesville	FL
1	Palm Coast	FL
1	Gainesville	FL
1	Melbourne	FL
1	Gainesville	FL
1	Jacksonville	FL
1	Lawrenceville	GA
1	Cumming	GA
1	Muskegon	MI
1	Pierson	MI
1	Missoula	MT
1	Monroe	NC
1	Charlotte	NC
1	Clayton	NC
1	Kearney	NE
1	Chester	NY
1	Liverpool	NY
1	Oneida	NY
1	East Amherst	NY
1	Del City	OK
1	Hatboro	PA
1	Ft. Mill	SC
1	Simpsonville	SC
1	Sevierville	TN
1	Seabrook	TX
1	New Braunfels	TX
1	San Antonio	TX
1	Little Elm	TX
1	WOLFFORTH	TX
1	Coppell	TX
1	Lubbock	TX
1	Southlake	TX
1	Salt Lake City	UT
1	Fredericksburg	VA
1	Seattle	WA
1	Vancouver	WA

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Meteor Education currently employs 50 full-time in-house sales representatives. This includes six (6) VPs and Directors of Market Development who focus on sales and oversee sales development in each territory. Please note that many of our team members travel throughout the nation to cover our clients' needs. In addition, Meteor Education has 185 full-time employees ranging from in-house bidding, quoting, logistics, installation technicians, designers, educational and professional development consultants as well as our customer service personnel who support the national sales team.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

The abundance and variety of our suppliers, along with our qualified team, gives Meteor the ability to offer our customers a complete turnkey furniture solution to meet all of their furnishing needs, including but not limited to: Ancillary Furniture; Technology Support/Audio-Visual; Soft Seating; Classroom; Early Childhood/Pre-K; Office; Storage; Cafeteria; Science/Laboratory; Art; Career/Technical; Music Furniture/Storage; and Library/Media Center.

FULL TURNKEY SERVICES:

- + Needs Assessment
- + Furniture Assessment
- + Overall Budget Analysis
- + Educational Training
- + Professional Development
- + Classroom Strategy & Lesson Plan Development
- + Bid/Contract Documentation
- + Meteor Connect Online Project Management System
- + Complete In-House Space Planning & Design Services
- + Inventory Existing Assets
- + Recycle or Repurpose Furniture
- + Logistics Management
- + Local Sales & Project Management Staff
- + Professional Installation
- + Full Warranty Service
- + Warehousing
- + Full-Time Customer Service Staff
- + Instructionally-Sound Learning Environments
- + Teacher Orientation
- + Learning Services
- + Student Engagement Measurement Tools
- + Long-Term District-Wide Equity Planning
- + COVID-19 Solutions

If offering Design Services in your response, describe how the process works between your company and the customer.

Full Space Planning and Layout Services

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

- **Programming/Design:** This phase of the project involves all team members and is led by the Project Designer and Learning Environment Specialist. The design team will work with the project stakeholders to determine the project objectives select and specify the appropriate products to meet the stakeholders' visions and objectives of the learning environment. As a part of this process the team will work directly with our manufacturers to determine lead times and set benchmarks for completion. Meeting schedules will be determined and adjusted as necessary to assure that product specifications are completed and reviewed so that Purchase Orders are placed to meet the project deadlines.
- **2D Space Planning –** The initial phase of project planning would be incomplete without reviewing the architectural plans and layouts. As part of this review, we add our products into the architectural floor plans and ensure proper spacing and function. These plans are reviewed by sales team members with the end users for accuracy and changes are made based on the various goals and feedback from the client. Full plans and all associated review are included as part of the service package offered by Meteor. There are no additional charges for updates to drawings.
- **3D Renderings and Walkthroughs –** Meteor Education has the ability to bring your school to life months before it's actually completed. Our 3D renderings and virtual tours enable you to experience a realistic view of any room or area utilizing a new technology known as ICE. Sensitive areas such as media centers, cafeterias, classrooms and administrative offices are laid out in stunning detail. This allows for more realistic review of final planned furnishings and often helps create excitement and more in-depth conversations about the use of space and the overall use of the rooms. Our modeling software does not require the end user to purchase expensive software, but instead utilizes a simple program available for FREE. If desired, we can also make walkthrough movie files for virtual touring of the furniture and space plan.
- **Web Access –** All plan layouts and 3D renderings are available for use by our clients, 24/7 on their Meteor Connect project webpage. In addition to these, Meteor also posts files of these spaces that can be opened and rotated in space (a virtual walkthrough) using a simple web viewer (available for free download).

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

Our firm has focused on K-12 "turn-key" projects for over 30 years and has successfully completed over 800 school packages per year to date – totaling close to \$700MM of school furnishings – during that time. Our firm is nationally recognized as a highly experienced and reputable project-focused furniture company.

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

Meteor Education has a systematic business process in place to assure that all project phases are completed accurately and in a timely manner. Each project is assigned a project team that will work with stakeholders throughout the entire project. This team will consist of the learning environment specialist, educational designer, learning experiences

coordinator, project coordinator, project manager, project field service manager and installation team. Since each project timeline is different, our team of experts will work with the school district project stakeholders to determine the appropriate timeline and phase completion deadlines to complete the project.

- **Programming/Design:** This phase of the project involves all team members and is led by the Project Designer and Learning Environment Specialist. The design team will work with the project stakeholders to determine the project objectives select and specify the appropriate products to meet the stakeholders' visions and objectives of the learning environment. As a part of this process the team will work directly with our manufacturers to determine lead times and set benchmarks for completion. Meeting schedules will be determined and adjusted as necessary to assure that product specifications are completed and reviewed so that Purchase Orders are placed to meet the project deadlines.
- **PO processing/Furniture Manufacturing:** Once the District PO has been received, The Meteor team will work with the manufacturers to assure that all specifications are being adhered to, and project deadlines for deliverables are being met. It is also during this time that the Project Manager and lead installer will make periodic visits to the site to meet with the district representatives and General Contractor to make sure that construction is progressing as scheduled, determine an appropriate receiving and staging area and to determine if there have been any construction changes to the as-builts that may require adjustments to the FFE production. The installation team will also review the schedule and installation process with the GC so that, if necessary, these teams can work simultaneously to complete the installation process to meet the scheduled deadlines. Meteor Education also has their own Logistics department, who will work with the project team and coordinate the shipping and receiving of the FFE. If necessary, the team will arrange to warehouse the FFE to accommodate schedule adjustments due to construction delays.
- **Remove/Recycle Existing Building Furniture:** As a part of our services, Meteor Education will relocate and/or repurpose used building furniture when requested by the school district. This is accomplished with our partnership with the Institution Recycling Network (IRN) Meteor Education works with IRN and together, we will inventory, remove and ship used furniture to domestic and international charities in need of the type of furniture that is being removed. Meteor/IRN will make all the necessary freight arrangements and remove the furniture which is then shipped domestically or abroad to the proper school charity location.
- **Installation/Punchlist:** During this phase of the work, the team will work with the stakeholders to receive, inspect, and install the FFE. The team will do a pre-installation walk through to inspect the building and install door and building protection as necessary to prevent damage. The lead installer and project manager work together to ensure that all furniture is received in good condition. The team inspects the furniture while it is assembled and placed and reports any damage to the manufacturer immediately as to shorten the punchlist service time. Once the installation is complete, the team will perform a final walk-through with the district to inspect all FFE and identify any remaining punchlist service items. Service parts have been ordered, and the installation team will come back to perform any remaining service work.
- **Project Closeout:** After completion of the installation and walkthrough, the Project Manager will work with the district and provide the appropriate paperwork for project closeout, MSDS, warranty information and instructions for use of the furniture, as necessary.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Florida/Georgia/Alabama Studio	Gainesville	FL
Virginias/Carolinas Studio	Clayton	NC
Northeast Studio	Hatboro	PA

4-Corners Studio	Erie	CO
Pacific NW Studio	Vancouver	WA
California Studio	Fresno	CA
Texas/New Mexico Studio	Irving	TX
Market Development Team	Varies	All states not covered above.

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

Subcontractors/Installers:

At Meteor Education, we pride ourselves on partnering with the best subcontractors, specifically installers. We properly vet all new subcontractors and evaluate performance of existing suppliers. Each subcontractor goes through a vetting process to ensure new suppliers are legally set up, have proper certifications/licenses, and insurance. We also review references, if applicable.

In addition, it is the policy of Meteor to promote safe and secure schools. We will ensure employees on the job site are in compliance with the following:

- Meteor will ensure no drugs, alcohol, or tobacco is used on property. We understand that school properties and facilities are drug-free zones. None of our personnel will use, consume, carry, transport, or exchange tobacco, cigarettes, alcohol, or illegal drugs while in or on property or building. Please see attached Drug-Free Workplace Policy which includes drug testing policy.
- Meteor does not allow personnel to have weapons on school grounds we only allow normal tools used in construction.
- Meteor and our subcontractors conduct background checks on employees and will ensure no on-site personnel are convicted child and sex offenders. Fingerprinting will be conducted as required.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Meteor Education’s contractor licenses/certificates for California, New Jersey, New Mexico, Oregon and Washington are attached along with Meteor’s list of licensed installation partners. The installer’s state and license number are provided per the requirement as stated above. Please note the state listed is the office/warehouse location but many of our partners travel to meet our coverage area needs. Full listing of installer partners was provided earlier in this proposal.

If applicable, describe your company’s ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Many of Meteor Education’s supplier and installation partners currently hold Minority and/or WBE and HUB certificates. Additional information provided below.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company’s diversity of owner employees, etc.

Meteor Education strives to ensure Meteorites (“employees”) achieve exceptional levels of inclusion and belonging in their journey through our belief and value of the uniqueness in every Meteorite – please see company’s Diversity, Equity and Inclusion policy is attached.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **1013969** Entity **LLC**

Business Name **METEOR EDUCATION LLC**

Classification(s) **C61/D34**

Expiration Date **05/31/2022**

www.cslb.ca.gov





State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name

METEOR EDUCATION, LLC

Legal Entity Type

LLC

Status

Active

Registration Number

1000009454

Registration effective date

08/14/19

Registration expiration date

06/30/22

Mailing Address

690 NE 23RD AVENUE GAINESVILLE 32609 FL U...

Physical Address

690 NE 23RD AVENUE GAINESVILLE 32609 FL U...

Email Address

bids@meteoreducation.com

Trade Name/DBA

CONTRAX FURNISHINGS

METEOR EDUCATION, LLC

CONTRAX HOLDINGS, LLC

License Number (s)

CSLB:1013969

CSLB:1013969

Registration History

Effective Date	Expiration Date
06/14/18	06/30/19
06/16/17	06/30/18
06/08/16	06/30/17
06/08/15	06/30/16
02/12/15	06/30/15
08/14/19	06/30/22

Legal Entity Information

Corporation Entity Number:

200832610025

Federal Employment Identification Number:

263476027

Member name(s):
Member Legal Name:

METEOR EDUCATION, LLC

Member Legal Entity Type:

LLC

Agent for service:
Agent of Service Name:

COGENCY GLOBAL INC

Agent of Service Mailing Address:

1325 J STREET SUITE 1550 SACRAMENTO

Certificate Number
729961

Registration Date: 10/14/2020
Expiration Date: 10/13/2021



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Meteor Education LLC
2020

Responsible Representative(s):

Smc Contrax Holdings Llc, Owner
Stacy Wagner, CFO

Responsible Representative(s):

William Latham, CEO

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certificate of Contractor Registration



This is to certify that

MeTEOR Education, LLC

690 NE 23RD AVE

GAINESVILLE, FL, 32609-6716

has registered with the Department of Workforce Solutions

Registration Date: 5/21/2021

Registration Number: 22634760272019

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**



Construction Contractors Board

PO Box 14140
Salem OR 97309-5052
Telephone: 503-378-4621
Fax: 503-373-2007

Web Address: www.oregon.gov/ccb

For CCB Use Only:

File No. _____

Non-Construction Company

Filing STATUTORY PUBLIC WORKS BOND with CCB

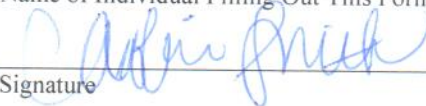
ORS 279C.836 requires that all public works contractors working on qualifying public works projects, with a contract price that exceeds \$100,000, file a \$30,000 public works bond with the Construction Contractors Board (CCB). This includes construction companies that are licensed and non-construction companies that are not required to be licensed with the CCB.

If you are already licensed with the CCB, you do not need to complete this form. Please send your \$30,000 public works bond directly to the CCB with your license number on it.

If you are a non-construction company that is NOT required to be licensed with the CCB, please complete this information below and submit it with your \$30,000 public works bond. This will be used to help the CCB properly store and display your information on-line.

Type of Business Entity:			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
<input checked="" type="checkbox"/> LLC	<input type="checkbox"/> LP	<input type="checkbox"/> LLP	<input type="checkbox"/> Trust
Oregon Corporation Division Registry No. (if applicable) <u>629375-95</u>			
Name of Business Entity: <u>Meteor Education, LLC</u>			
Business Address: <u>690 NE 23rd Avenue, Gainesville, FL 32609</u>			
Telephone No: (<u>800</u>) <u>699-7516</u>		Email: <u>bids@meteoreducation.com</u>	
Type of Work This Company Performs: <u>Furniture and equipment sales to educational entities</u>			

I certify that the aforementioned independent contracting business does not perform work subject to ORS 701 and is **NOT** required to be licensed with CCB.

<u>Caroline Smith</u>	<u>Director of Strategic Sourcing</u>
Name of Individual Filling Out This Form (Please Print)	Title/Position (Please Print)
	<u>3/31/2021</u>
Signature	Date



STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

Surety bond #: 1849543 CCB # (if applicable):

We, MeTEOR Education, LLC as principal, and

The Hanover Insurance Company, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this 29th day of, June, 2021

Surety by:

The Hanover Insurance Company (Seal)

Company Name

Signature

Kevin R. Griffin Attorney-in-Fact

Title (e.g. Attorney-in-Fact)

216 NW 135th Way, Suite 30

Address

Newberry, FL 32669

City State Zip

Principal by:

MeTEOR Education, LLC

Name

Signature

secretary

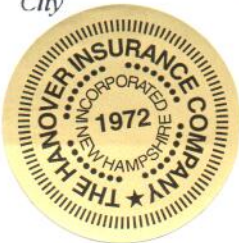
Title

690 NE 23rd Avenue

Address

Gainesville, FL 32669

City State Zip



SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621

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

POWER OF ATTORNEY

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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



John C. Roche, EVP and President



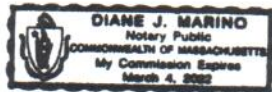
The Hanover Insurance Company
 Massachusetts Bay Insurance Company
 Citizens Insurance Company of America



James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
 COUNTY OF WORCESTER) ss.

On this 30th day of **January, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 23rd day of March 2021

232102 (License)

[Status](#) | [Accounts](#) | [History](#) | [Bond](#) | [Insurance](#) | [RMI/Education](#) | [Public Works](#) | [DRS/Enf](#)

Entity Limited Liability Company **Expiration Date** **First Lic Date**
Residential **Bond Cancelled** **Independent Contractor Class** N/A
Commercial **Bond Cancelled** **Education** Not Required
Category **Non-ORS 701 Contractor (BOLI Bonds)** **Bond Cancelled** **Home Inspector**
Status **Never Been Licensed - CCB ID Only** **Lead Based Paint**

Print Date **Print Card** N **SIC Codes** **Other Lics** **DRS Debt** \$0.00
Addl Card N **DRS Debt** \$0.00
Court Judgments

Classification	RMI	Name	Address	County	Phone
▶ Limited Liability Company	C	METEOR EDUCATION LLC	690 NE 23RD AVE GAINESVILLE FL 32609	Out of State	352-373-7516

Oregon License/Registration #232102 - as noted above.

Department of Labor and Industries
PO Box 44450
Olympia, WA 98504-4450

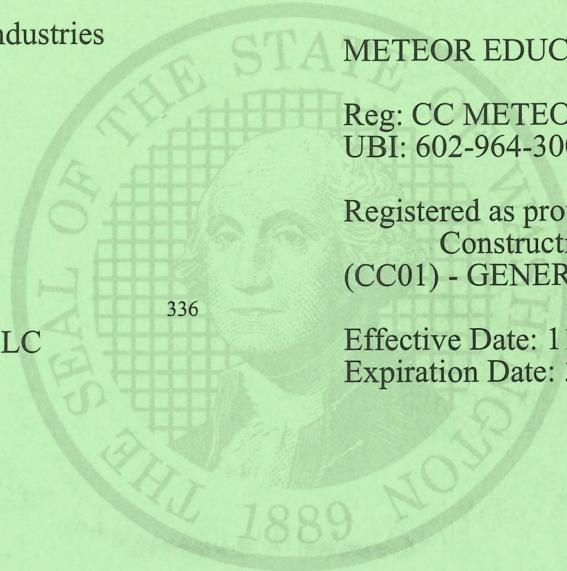
METEOR EDUCATION LLC

Reg: CC METEOEL835PO
UBI: 602-964-300

Registered as provided by Law as:
Construction Contractor
(CC01) - GENERAL

METEOR EDUCATION LLC
690 NE 23RD AVE
GAINESVILLE FL 32609

Effective Date: 11/3/2017
Expiration Date: 3/30/2022



Please keep the department informed of your address changes. It is your responsibility to keep us informed of your current mailing address. Failure to supply the correct address may result in your renewal notice being "lost" in the mail. Failure to renew within the proper time frame may result in additional cost and/or retaking of the qualifying test.

- Change your address online: <http://www.lni.wa.gov/TradesLicensing/LicensingReq/Legal.asp>
- By mail, send a signed letter with the following information to the mailing address on the front of the certificate: license/certificate number, name, address, city, state, and zip code.

Installation Partners' State Licensing Information

Installation Partner	License No.	State
ABS Facility Services	861343	California
Amazing Installation and Design, Inc.	927724	California
BAY AREA INSTALLATIONS	705563	California
CallTanny	972513	California
CAL-TECH PROFESSIONAL INSTALLATIONS	788662	California
Cimarron Office Furniture	881521	California
Coordinated Project Installations	879120	California
Dan's Delivery And Installation	unknown	California
HD Installation, Inc	1034386	California
Hernandez Installation Services	1029974	California
Interior Management Group, Inc.	964993	California
JEI Corporate Sevices	908832	California
Lovgren & Associates	859498	California
NOR-CAL MOVING SERVICES	836673	California
o2west Group	unknown	California
Office Concepts Installations & Relocations, LLC	986938	California
On The Move	979182	California
Professional Modular Installations	unknown	California
QUALITY FURNITURE INSTALLATION	1006596	California
S and S Home Inspections LLC	unknown	California
Showcase Facility Solutions	659647	California
Sierra Valley Moving & Storage, Inc.	1017779	California
SLT Design Group	984421	California
Southland Office Interiors	1020321	California
Stations	825570	California
Accurate Corporate Services, Inc.	197525	Oregon
Chipman Relocation	227967	Oregon
Office Furniture Services, Inc.	150680	Oregon
Suddath Relocation Systems of Oregon, LLC	215001	Oregon
Valley Office Installations LLC	212098	Oregon
Bekins Northwest – Spokane	unknown	Washington
EVERGREEN FURNITURE INSTALLATIONS	unknown	Washington
Smooth Moves	unknown	Washington
YAKIMA TRANSFER & STORAGE CO	unknown	Washington



DRUG FREE WORKPLACE POLICY

MeTEOR maintains a drug-free workplace as defined by the Federal Drug Free Workplace Acts of 1988 and 1989 and various other state statutes. This section explains MeTEOR policies in regard to a drug-free workplace.

DRUG TESTING

Following a conditional offer of employment by MeTEOR, all job applicants are required to take and pass a pre-employment drug test.

- Present employees will be tested for the following reasons:
- Reasonable suspension
- Post incident and/or injury
- Return to work and follow up returning from drug treatment or counseling
- Random, unannounced testing as allowed by the law

Refusal to submit to a testing upon request will make the employee subject to the same disciplinary consequences as a positive test result, which can include termination or involve disqualification for a job application.

Analysis of specimens is performed only by licensed or certified laboratories, using qualified sites and employing collectors trained to follow authorized collection protocols, including legal specimen sampling. A certified medical review officer will review all negative and confirmed positive laboratory reports. Positive results shall only be reported to MeTEOR after the Medical Review Officer has ascertained that personal prescriptions or legal substances do not account for the laboratory findings. Investigations can include telephone contact with the employee and any prescribing physicians.

CONFIDENTIALITY

Consistent with applicable law, MeTEOR will maintain the confidentiality of the drug test documentation and results. Information concerning drug test results will only be released to Human Resources, CEO, COO, associate's manager if deemed necessary, and in the following situations:

- Pursuant to written consent
- By order of a hearing officer or court of competent jurisdiction
- Regarding defense of a workers compensation or related claim
- When deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

DRUG ALCOHOL TESTING PROGRAM

Individuals who test positive under any of the following conditions will be subject to rejection for hire, termination of employment or rehabilitation of treatment depending on the circumstances.

REHABILITATION TREATMENT FOLLOW-UP

Periodic testing will be done to ensure employees that have received Drug/Alcohol Treatment are remaining substance free.

GENERAL INFORMATION

Anyone testing positive for Drug/Alcohol may be afforded the necessary treatment under our Counseling Service or our Medical Program and will remain employed in accordance with the guidelines for treatment. The Guidelines for Treatment are as follows:

First offense: Counseling, approved rehabilitation program, mandatory random testing (at the discretion of the Company).

Second offense: Termination

The previous stated Guidelines for Treatment are only guidelines. The Company reserves the right to forgo any and all of the steps depending on the circumstances surrounding the test or treatment. Refusal to accept or comply with any or all of the conditions of the MeTEOR' Drug/Alcohol Testing Program will result in immediate termination.

Re-habilitation treatment may still be available to an individual who is terminated for a positive test if they take advantage of their right to continue medical coverage under COBRA and pay the total premium amount for benefits.

SEARCH OF METEOR PROPERTY

To discourage use and/or distribution of illegal drugs or alcoholic beverages in the workplace, upon reasonable suspicion, searches for alcohol, drugs or paraphernalia can be conducted on MeTEOR property or work sites, or areas accessible to employees including, but not limited to, MeTEOR owned vehicles. Discovered illegal items will be referred to law enforcement for disposition.

RESULTS OF POSITIVE TESTING

Within five working days after the receipt of a positive confirmed drug test from the Medical Review Officer, MeTEOR will give written notice to the employee or job applicant of the positive test results along with the consequences of such results and the options available.

Within five working days of receiving the notice, employees or job applicants can submit any information to MeTEOR and the Medical Review Officer explaining or contesting the positive test results. If the explanation or challenge of the positive test results is unsatisfactory, a written explanation as to why the explanation is unsatisfactory and the report of the positive result will be provided to the employee or job applicant. It is the employee or job applicant's responsibility to notify the testing laboratory of any administrative or civil action brought as a result of the positive test.

An employee with a positive confirmed test due to a prescription medication that he or she takes is prohibited from driving a MeTEOR vehicle or any other vehicle on MeTEOR time or related business.

PRESCRIPTION OR LEGALLY OBTAINED MEDICATION

Nothing in MeTEOR' Drug-Free Workplace Policy is intended to prohibit prescribed use of legally obtained medications. Because of potentially impairing side effects that could endanger the employee, coworkers, or the public, upon being prescribed a controlled substance, all employees are to report such information to their manager and/or Human Resources. This information will be kept confidential. Employees are encouraged to contact Human Resources when they have questions concerning any part of the drug testing process.

DISCIPLINARY CONSEQUENCES

Disciplinary consequences for violating the drug-free workplace policy can include termination of employment and denial of unemployment compensation.

Employees who are injured and subsequently confirm positive for drug and alcohol abuse based on

post-accident testing can also lose workers compensation benefits.

MeTEOR will not discharge, discipline, or discriminate against an employee based solely upon the employee's need to seek treatment for a drug-related problem., as long as the employee has not previously tested positive for drug use, entered an employee-assisted program for drug-related problems, or entered a drug-rehabilitation program.

If a MeTEOR employee enters an assistance program for drug-related problems, the employee is required to submit to the subsequent testing for a period of two years following the completion of the program.

Section 3 | diversity, equity & inclusion

3.1 Diversity, Equity and Inclusion

Meteor will ensure Meteorites achieve exceptional levels of inclusion and belonging in their journey through our belief and value of uniqueness in every Meteorite. Our strong foundation of Core Values and a strength-based CoreClarity culture provide a workplace of acceptance for all Meteorites and their diverse backgrounds.

Meteor Education is committed to fostering, cultivating and preserving a culture of diversity, equity and inclusion.

Our human capital is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and company's achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique. CoreClarity strengths are also a part of our diversity highlighting differences in our talents and life experiences.

Our diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives through our company values especially Co-Creative Voice.
- Employer and employee contributions to the communities we serve through our day to day contributions and volunteer days to promote a greater understanding and respect for the diversity.

All Meteorites have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative meetings and events. All employees are also required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

Any Meteorite found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action.

Meteorites who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives should seek assistance from a supervisor or an HR representative.



Meteor will work with the participating agencies to support local and/or MWBE owned companies as many of our supplier and installation partners currently hold Minority and/or MWBE/Veteran/HUB and small business certificates. Additional information provided below.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Meteor Educations' list of installation partners' along with the above-referenced designation/certificates are attached hereto.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Chelsea Poulin	Director of Marketing	800-699-7516	cpoulin@meteoreducation.com
Cindy Wessel	Executive VP of Sales & Marketing	800-699-7516	cwessel@meteoreducation.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Meteor Education's list of trade shows and events for 2019 – 2020 are attached hereto. Please note the many cancellations due to COVID-19 pandemic beginning March 2020. Fortunately, the majority of Meteor Education's employees have established local virtual offices throughout the U.S. - working remotely and utilizing the Zoom Video Conferencing platform has been standard practice at Meteor for several years. This enabled Meteor to continue, for the most part, with business as usual. Meteor Education took the lead on providing our customers with healthy classroom options such as "Rearranged" classroom designs and healthy products offered by our supplier partners to assist students and teachers in practicing social distance.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

Meteor Education prides itself on having personal relationships with our clients. Each sales team member can communicate the new contract offering with their clients when they work on a applicable quote. We are happy to do an email blast to all existing member agencies as well to introduce ourselves and notify them of our offerings. The keys factors of this contract that will be highlighted is that it offers our deepest discounting and is available in 29 states. Meteor works in some regions that prefer the AEPA contract over all others, so we look forward to be able to build those markets especially.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit B – Marketing Plan.

- **Process on how the contract will be launched to current and potential agencies.**
Yes we will meet this requirement – please see marketing response provided below. Additional information provided in Exhibit B – Marketing Plan – Meteor Education.
- **The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.**

Installation Partners - Small/MWBE/Veteran/HUB Designations

Installation Partner	Certification	State
Advance Office Installations	Veteran	Delaware
ALTERNATIVE OFFICE SERV	Veteran	Idaho
G&L INSTALLATIONS, INC.	WBE & HUB	Texas
Modular Installation Services, Inc.	HUB	Texas
OFFICE FURNITURE MASTERS	HUB	Texas
SLT Design Group	Small Business/DVBE	California
Workplace Business Furniture, LLC d/b/a Texas Furniture Installation Service	HUB/MBE	Texas



**DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420**

11/18/2019
In Reply Refer To: **00VE**

Mr. Victor Rossi
Advance Office Installations Inc.
DUNS: 603362927
37 Lukens Dr
New Castle, DE 19720

Dear Mr. Rossi:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that your application for reverification has been approved. Advance Office Installations Inc. will remain eligible to participate in Veterans First Contracting Program opportunities with VA as a verified Veteran-Owned Small Business (VOSB).

This verification is valid for three (3) years from the date of this letter.

Please retain a copy of this letter to confirm Advance Office Installations Inc.'s continued program eligibility in accordance with 38 Code of Federal Regulation (CFR) § 74.12. You may reapply 120 days prior to your new expiration date by logging into <https://www.vip.vetbiz.gov/>.

To promote Advance Office Installations Inc.'s verified status, you may use the following link to download the logo for use on your marketing materials and business cards: https://www.va.gov/OSDBU/docs/cve_completed_v.jpg. In addition, please access the following link for information on next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

While CVE has confirmed that Advance Office Installations Inc. is presently, as of the issuance of this notice, in compliance with the regulation, Advance Office Installations Inc. must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Advance Office Installations Inc. being removed from the VIP Verification Program.

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Advance Office Installations Inc.'s verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individuals records.

If Advance Office Installations Inc. receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Advance Office Installations Inc. discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Advance Office Installations Inc. being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in black ink that reads "John Perkins". The signature is written in a cursive, slightly slanted style.

John Bigelow Perkins
Deputy Director of CVE
Center for Verification and Evaluation



DEPARTMENT OF VETERANS AFFAIRS

Center for Veterans Enterprise
Washington DC 20420

In Reply Refer To: OOVE

JUN 24 2010

Mr. Ron Mespelt
Alternative Office Services
120 East 38th Street, Suite 101
Boise, ID 83714

Dear Mr. Mespelt:

Congratulations! On behalf of the U.S. Department of Veterans Affairs (VA), the Center for Veterans Enterprise (CVE), I am writing to inform you that your Veteran-owned small business has been verified and added to the verified Veteran business database at www.VetBiz.gov.

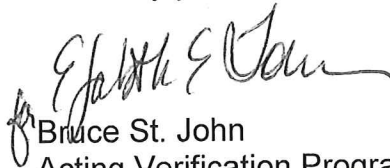
Your business will be eligible to participate in Veterans First Contracting Program opportunities with VA. This verification is valid for up to one year from the date of this letter.

You are a founding member of this historic moment in the history of Veterans' small business ownership! Our goal is to establish a strong Veterans' movement by branding your status as a verified Veteran-owned small business. To further promote your verified status, I have enclosed a specially designed lapel pin for you to wear with pride. Please wear it at all of your business functions. You may also use the following logo link to download the logo for use on your marketing materials and business cards: http://www.vetbiz.gov/cve_completed_v.jpg.

If you would like additional lapel pins for members of your staff, please visit www.VetBiz.gov for instructions on how you may order additional pins.

Thank you for your service to our country and for continuing to serve America through small business ownership. It is our honor to support "Veterans in Business – Still Serving America!"

Sincerely yours,



Bruce St. John
Acting Verification Program Manager

Enclosure



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the WOMEN'S BUSINESS ENTERPRISE ALLIANCE (WBEA), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to remain certified with the WBEA, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the WBEA in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the WBEA and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the WBEA, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1200494192300**
File/Vendor Number: **54064**
Approval Date: **02-MAR-2021**
Scheduled Expiration Date: **31-MAR-2022**

In accordance with the Memorandum of Agreement between the
WOMEN'S BUSINESS ENTERPRISE ALLIANCE (WBEA)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

G & L INSTALLATIONS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 19-APR-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the WBEA's program, you must immediately (within 30 days of such changes) notify the WBEA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the WBEA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

G & L INSTALLATIONS, INC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: March 31, 2016
Expiration Date: March 31, 2022
WBENC National Certification Number: 2005128560



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

NAICS: 238390, 484210, 493110, 561740, 811420

UNSPSC: 56111500, 56111501, 56111502, 56111503, 56111504, 56111505, 56111507, 56111510, 56111512, 56111513, 56121300, 72153606, 72153613, 78131603





GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1743012572800
File/Vendor Number:	017637
Approval Date:	14-JAN-2021
Scheduled Expiration Date:	14-JAN-2025

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

MODULAR INSTALLATION SERVICES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 15-JAN-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



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

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

OFFICE FURNITURE MASTERS

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 03-MAY-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Printed on: 9/21/2020 2:54:14 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 1787674

Legal Business Name:
SLT DESIGN GROUP

Doing Business As (DBA) Name 1:
SLT DESIGN GROUP

Doing Business As (DBA) Name 2:

Address:
834 STRIKER AVE, SUITE F
SACRAMENTO
CA 95834

Email Address:
stacey@sltdesigngroup.com

Business Web Page:
<http://www.sltdesigngroup.com>

Business Phone Number:
916/641-1515

Business Fax Number:

Business Types:
Construction

Certification Type	Status	From	To
SB(Micro)	Approved	09/26/2018	09/30/2021

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the CITY OF HOUSTON (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmb1search/index.jsp>. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1474063693200**
File/Vendor Number: **505552**
Approval Date: **01-DEC-2020**
Scheduled Expiration Date: **31-OCT-2023**

In accordance with the Memorandum of Agreement between the
CITY OF HOUSTON (COH)

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

WORPLACE BUSINESS FURNITURE, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 04-FEB-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmb1search/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Workplace Business Furniture, LLC DBA Texas Furniture Installation

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 20-12-13619

NAICS 238390: OFFICE FURNITURE, MODULAR SYSTEM, INSTALLATION

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbe.com/?TN=houston>.

Meteor Education's

Conventions/Conferences/Other Events 2019 - 2020	Dates
InnEdCo	6/10/2019- 6/13/2019
Colorado School Nutrition Association Show (CSNA)	6/10/2019- 6/12/2019
FASA (Florida Association School Administrators) Annual Conference	6/10/2019- 6/13/2019
ACSA Region 2 Leadership Conference	6/12/2019- 6/14/2019
School Superintendents Alabama Summer Conference	6/16/2019- 6/19/2019
PBL World	6/18/2019- 6/20/2019
A4LE Southeast Region Conference	6/23/2019- 6/26/2019
ISTE (The Epicenter of EdTech)	6/23/2019- 6/26/2019
2019 WASA/AWSP Summer Conference	6/30/2019- 7/2/2019
FBT Architects - Lunch and Learn	7/10/2019
PBCCTM/FCTM Mini-Conference	7/15/2019
SUPER CUE	7/22/2019- 7/23/2019
NMCEL Summer Conference	7/23/2019- 7/26/2019
Panhandle Area Educational Consortium	7/23/2019- 7/24/2019
4th Annual Innovations and Transformation Summit - Brevard Public Schools	8/1/2019- 8/2/2019
Hillsborough County Vendor Showcase	8/5/2019
OCPS Media Specialists Preplanning Event	8/7/2019
Lunch and Learn - Harvard Jolly	8/9/2019
Miami-Dade CTE Show - 8:00 am - 3:00 pm	8/15/2019
Colorado - Weld RE1 Teachers' Summit	8/22- 8/28/2019
TASA/TASB	9/20/2019- 9/22/2019
Colorado League of Charter Schools - Leadership Summit	9/23/2019
Kalama SD Furniture Fair	9/25/2019
National A4LE Conference	10/4/2019- 10/6/2019
Dream Summit (RESCHEUDLED FOR MAY 2020)	10/5/2019
CASBO Eastern/Southern Vendor Show	10/9/2019
Women Build Week - Habitat For humanity	10/9/2019- 10/13/2019

Conventions/Conferences/Other Events 2019 - 2020	Dates
Lunch and Learn - Don Marsters	10/10/2019
Florida School Nutrition Association (FSNA) Annual Conference (AMY)	10/12/2019-10/14/2019
Pennsylvania Principals Conference (AMY)	10/13/2019-10/14/2019
Hutto ISD - RFI	10/23/2019
EdSpaces (AMY)	10/23/2019-10/25/2019
National Rural Education Association Conference (AMY)	10/24/2019-10/26/2019
Florida Charter School Conference (AMY)	10/29/2019-10/31/2019
FAME (AMY)	11/6/2019-11/8/2019
ISBA Annual Convention	11/6/2019-11/8/2019
CAL SNA Annual Conference (AMY)	11/7/2019-11/10/2019
Jacqui Bolenbaugh Event - Networking Architects	11/14/2019
NYSCATE (AMY)	11/23/2019-11/26/2019
Kern Halls Webinar	12/5/2019
A4LE Alaska Chapter Conference	12/5/19-
Conference Theme: Learning in a Diverse Landscape	12/6/19
Colorado CASB 79th Annual Convention	12/6/2019-12/8/2019
National Reading Conference	1/5/2020-1/8/2020
FETC	1/14/2020-1/17/2020
4-Corners Studio - Presentation and NMSBA	1/25/2020
TASA Midwinter	1/26-1/29/2020
Monroe County Furniture Fair	1/28/2020
Lunch and Learn Philadelphia Public Schools	1/30/2020
CCIRA	2/5/2010-2/8/2020
NC-ASCD Conference	2/5/2020-2/7/2020
CASH Conference on School Facilities	2/19/2020-2/23/2020
A4LE Early Childhood Conference	2/25/2020-2/26/2020
Texas Rural Schools Spring Conference	2/27/2020-2/28/2020
Hendrick Hudson - Live on the Hudson	2/29/2020

Conventions/Conferences/Other Events 2019 - 2020	Dates
SSDA (Small School Districts Association) Conference	3/1/2020- 3/3/2020
School Superintendents Alabama Legislative Conference	3/4/2020- 3/5/2020
NSBA (National School Board Association) Annual Conference	3/4/20- 3/6/20
St Johns County School District Secretarial Leadership Conference 2020	3/5/2020- 3/6/2020
Ysleta ISD Governing Board Presentation	3/6/2020
CUE Bold	5/2/2020- 5/3/2020
NMCEL Summer Retreat Meeting	6/1/2020

Meteor Education's

2020 Conventions/Conferences/Other Events - CANCELLED	Dates
Colorado League of Charter Schools (CANCELLED)Leadship Fall Summit	3/13/2020- 3/14/2020
California Charter Schools Conference (CANCELLED - REFUNDED)	3/16/2020- 3/19/2020
PASBO (CANCELLED + REFUNDED)	3/17/2020- 3/20/2020
CUE Spring Conference (POSTONED- DIGITAL CONFERENCE)	3/19/2020- 3/21/2020
A4LE South Carolina Chapter Conference (POSTPONED FOR AROUND SEPTEMBER)	3/25/2020- 3/27/2020
Innovative Schools Summit Orlando (POSTPONED)	3/26/2020- 3/29/2020
CASBO 2020 (PAID FOR CANCELLED)	3/29- 4/1/2020
A4LE East Conference (CANCELLED To be refunded)	4/1/2020- 4/4/2020
NMASBO Spring Budget Workshop (CANCELLED)	4/1/2020- 4/3/2020
Council of Great City Schools (POSTPONED)	4/21/2020- 4/24/2020
A4LE Pacific Northwest Conference	4/23/2019- 4/26/2019
Regions 1, 2, 3, 4 ACSA North State Spring Conference (POSTPONED FOR FALL)	4/24/2020- 4/25/2020
A4LE North Carolina Chapter Conference (CANCELLED - Now for 2021 - to be refunded)	4/27/2020- 4/29/2020
UNM Small Business and Strategic Partner Vendor Fair (EVENT CANCELLED NOT PAID FOR)	4/28/2020
Boost Conference (POSTPONED - Moved to October)	4/28/2020- 5/1/2020
3rd Annual Making Wellness a Priority. Healthy Mind and Healthy Futures Conference (POSTPONED OCTOBER 26th-28th)	5/4/2020- 5/6/2020
WASBO (REFUNDED)	5/6/2020- 5/7/2020
UTAH Mini Conferences	5/11/2020
2nd Annual Reverse Tradeshow. 9:00 am MTN - 2:00 pm MTN (CANCELLED + REFUNDED)	5/15/2020
A4LE 2020 Washington Chapter Conference Trade Show	6/4/2020
Innovative School Summit - Las Vegas	6/6/20- 6/10/20
PBL World 2020	6/16/2020- 6/18/2020

National Charter Schools Conference	6/21/2020- 6/24/2020
A4LE Webinar - Sue Ann Highland "Gen Z"	6/24/2020
ISTE 2020	6/28/2020- 7/1/2020
Super CUE (Superintendent Symposium)	7/9/2020- 7/10/2020

Yes we will meet this requirement – Marketing Team Listed below will produce and maintain the required full color print advertisements in camera-ready electronic format or electronic advertisements with Meteor Education’s logo(s).

- Chelsea Poulin, Director of Marketing, Phone: 352-301-2168; Email: cpoulin@meteoreducation.com
- Corrine Cruz, Marketing eCommerce and Catalog Specialist, Phone: 800-699-7516
Email: cgcruz@meteoreducation.com
- Michael Justice, Executive Producer, Phone: 352-573-8810; Email: mjustice@meteoreducation.com

• **Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.**

Yes we will meet this requirement - please see marketing response provided below. Additional information provided in Exhibit B – Marketing Plan – Meteor Education.

• **How the contract award will be displayed/linked on the Respondent’s website.**

Yes we will meet this requirement – please see marketing response below. Additional information provided in Exhibit B – Marketing Plan – Meteor Education.

Meteor Education’s sales and quoting team are well versed in the applications and benefits of similar contracts, and our purchasing team is knowledgeable in reporting requirements. We will develop training materials to emphasize key features of the new contract. At a minimum, all sales team and support staff personnel will go through a one-hour webinar training session to review pertinent contract details. They will also be given resources to ensure their success in selling off this contract. These resources will include internal and external support of the contract, contact information of AEPA representative, and contract marketing material.

Meteor Education’s Internal and External Marketing Plan can be found in “Exhibit B – Marketing Plan – Meteor Education.”

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Environmental Standards:

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

- Collaborative for High Performance Schools (CHPS) - <https://chps.net/>
- Forest Stewardship Council – http://www.fscus.org/about_us/
- GREENGUARD – <http://www.greenguard.org/en/index.aspx>
- MAS Certified Green – <http://www.mascertifiedgreen.com/compare.html>
- GreenSafeCertified – <http://www.greensafecertified.com/>
- Cradle to Cradle – <http://mbdc.com/detail.aspx?linkid=2&sublink=8>
- ISO Certification – <http://www.iso.org/iso/home.html>
- Green Label Plus – <http://www.carpet-rug.org/commercial-customers/green-building-and-the-environment/green-label-plus/>
- EPP Downstream Program – <http://www.pbmdf.com/Index.asp?bid=1142>
- Green-e – <http://www.green-e.org/about.shtml>

Indicate if your company has any products in your offering that have any third-party environmental certifications.

As a dealer for numerous manufacturers through various contracts, we have a variety of product offerings that comply with required environmentally friendly standards. Green certifications/environmental and sustainability statements provided via the link provided below:

<https://www.dropbox.com/sh/sk77znkjw7k9on3/AADPYENivwS11SeBaa7jTmi8a?dl=0>

Describe the business’s “green” objectives (i.e. LEED, reducing footprint, etc.).

As a national supplier, primarily for public schools, Meteor Education is very familiar with the desire of school districts to go green. Meteor is committed to providing the highest quality items using manufacturers committed to the environment, while staying within your budget. Our Learning Environment Specialists are highly trained and able to provide solutions to meet any LEED goal, from “certified” to “platinum.” In addition, Meteor has two LEED Accredited Professionals on staff that can assist with any green building needs. Meteor is dedicated to utilizing manufacturers that are committed to protecting the environment. Meteor’s strategic vendors must pursue programs that promote green manufacturing practices. Examples of these programs include:

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

Describe what percentage of your offering is environmentally preferable and what are your company’s plans to improve this offering.

As our products are intended for K-12 environments nearly all of the products we represent go through rigorous environmental testing. Additional details by supplier are available via link provided below:

<https://www.dropbox.com/sh/sk77znkjw7k9on3/AADPYENivwS11SeBaa7jTmi8a?dl=0>

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

The Meteor Education Advantage:

- K-12 Turn-Key Solutions. Over 98% of our business is done in the K-12 marketplace. Meteor specializes in helping schools to create high impact learning experiences.
- The Meteor Connect Online Project Management System. It is a one-of-a-kind, 24/7 online client interface. This technology enables total control, provides complete information, and allows for thorough collaboration for our clients throughout the entire project.
- Innovative and Instructional Design. Our entire process is design driven with our interior and instructional designers involved from start to finish. We have a team of full-time in-house designers ensuring we meet every design need. Once project goals are defined, we will work to develop a custom design to meet your unique needs. Meteor excels at developing flexible, functional environments and experiences. We bring cutting edge product design and combine the latest teaching methods (i.e. – collaborative learning product and instruction) into that design. Our project design includes the use of easy technology that enables the client to walkthrough the various spaces in 3D renderings – without the use of complicated software or training. These programs and more, are available through our online Meteor Connect Project Management System.
- Organizational Size and Strength. These qualities are seen in our focus in the educational market. Meteor operates regularly in over 38 states. In addition, our team consists of professional sales associates, full-time design teams, project managers, installation professionals, and logistics options. This ensures that the smallest project details are accurately managed throughout your project.

If Yes, **AN ATTACHMENT IS REQUIRED:** List and explain current actions, such as, Federal Debarment (on US General Services Administration’s “Excluded Parties List”), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

N/A

References				
Provide contact information of your business’s five largest public agency customers.				
Agency	Name	Title	Phone Number	Email
1. Comal ISD (TX)	Catherine Janda	Director of Purchasing	830-534-5241	Catherine.janda@comalisd.org
2. Northwest ISD (TX)	Sarah Stewart	Executive Director of Planning	817-215-0086	sstewart@nisdtx.org
3. Ventura USD (CA)	Natalie Gerardi	Purchasing Supervisor	805-641-5000 ext. 1213	Natalie.gerardi@venturausd.org
4. Las Cruces Public Schools (NM)	Ralph Ramos	Superintendent	575-527-5850	rramos@lcps.net
5. Littleton Public Schools (CO)	Dr. Mary Shay	Director of Innovation, Equity, and Learning	303-347-3300	mshay@lps.k12.co.us

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Undecided	X	X	X
Connecticut	Yes	X	X	Northeast Studio
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	Market Development Team
Indiana	Yes	X	X	Market Development Team
Iowa	Yes		X	Market Development Team
Kansas	Yes	X	X	4-Corners Studio
Kentucky	Yes		X	Virginias/Carolinas Studio
Massachusetts	Yes	X	X	Northeast Studio

Describe your company's payment terms as well as any quick pay discounts.

Payment terms are 30 days from the date we perform services, unless otherwise specified. Customer will be invoiced upon delivery of services.

State your company's return policy and any applicable State restocking fees.

Returned goods will only be accepted under a Return Authorization number (RA) issued by the Company. Accepted Returns may be subject to a 15% re-stocking and handling fee and any additional freight costs. Special order or custom-made products may not be returned.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

Meteor Connect 24/7 Total Project Management platform puts our customers in the driver's seat and provides them with all the information needed to manage their projects right now, tomorrow, and into the future – additional information attached hereto.

Pricing

Is your pricing methodology guaranteed for the term of the contract? _____ **No** X **Yes**

Will you offer customized price lists to participating entities as required per the pricing terms of Part A? _____ **No** X **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? X **No** _____ **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? _____ **No** X **Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ **No** X **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

X Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

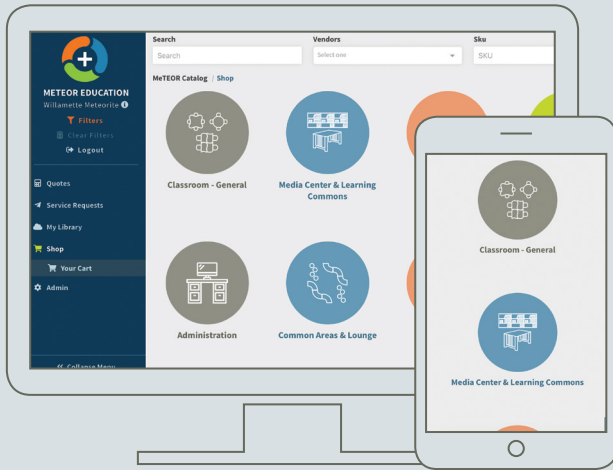
Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ **No** X **Yes**

If YES, identify which cooperative and the respective expiration date(s).

- OMNIA – Region 4 #R191810; exp. 4-30-2025
- MISBO (Mid-South Independent School Business Officers, Inc.) #5115; exp. 6-30-2025
- Region 3 PCA #3-186-18 Furniture; exp. 4-5-2023
- BuyBoard #584-19; exp. 3-31-2022;
- Region 10/Equalis # EQ05292001G; exp. 9-1-2027
- TIPS #200301; exp. 5-31-2024
- CES #2021-13-C2114-ALL; exp. 10-27-2024

24/7, online project management tools

MeteorConnect™ Total Project Management platform puts you in the driver's seat and provides you with all the information you need to manage your project right now, tomorrow, and into the future.



No matter what device you use, or where you are working, your project details are never more than a click away.



MeTEOR Connect Online Project Management System. It is a one-of-a-kind, 24/7 online client interface. This technology enables total control, provides complete information, and allows for thorough collaboration for our clients throughout the entire project.

MeTEOR Connect allows you to view and manage information during every phase of your project from the sales process through the final installation. Below is an overview of the system's capabilities:

- Control everything pertaining to your account on one easy-to-read, 24/7 accessible website protected by an individual username and password:
 - Quotes / Equipment Lists
 - Layouts
 - Inventory Counts
 - Communications
 - Shipping Information
 - Account details
 - Project Calendar
- Allows better communications in planning and design through collaborative tools and online conferencing
- District administrators and other managers have access to an administrative dashboard that views multiple projects at one time
- Saves you valuable time and resources

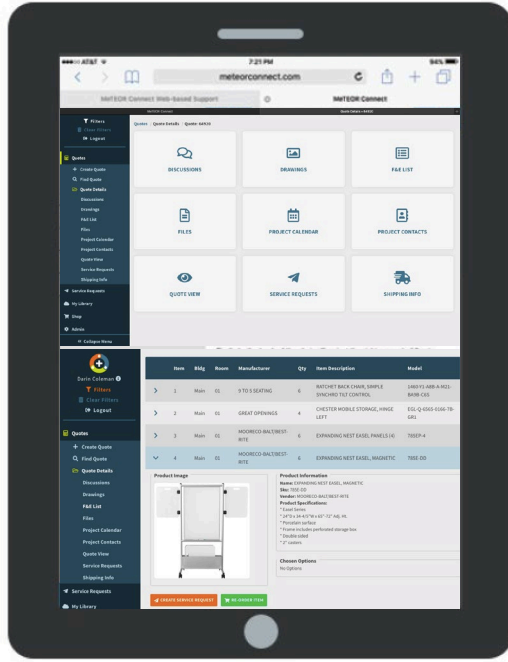
MeTEOR Connect Experiences Portal. Webinars, videos, training activities, performance tasks and more.

For additional information click link: [Meteor Connect - Total Project Management](#)



MeTEOR CONNECT ENVIRONMENTS PORTAL

ONLINE ACCESS 24/7 TO QUOTES AND PROJECT MANAGEMENT TOOLS



- ✓ DISCUSSIONS
- ✓ DRAWINGS
- ✓ F&E LIST
- ✓ FILES
- ✓ PROJECT CALENDAR
- ✓ PROJECT CONTACTS
- ✓ QUOTE VIEW
- ✓ SERVICE REQUESTS
- ✓ SHIPPING INFO

Total Program Management

MeTEOR Connect's Total Program Management ensures your project will be a success. 24/7, online access to every aspect of your project, giving you complete transparency, clarity, and control through every step of the process.

VISION DEVELOPMENT AND BUDGET PLANNING

Tailoring a budget plan to your exact needs so you know how your vision fits with your finances.

ASSET MANAGEMENT

Making the most of existing assets through responsible evaluation, tracking, and reuse.

DESIGN SERVICES AND SPECIFICATION

We create a comprehensive and detailed plan for your project along with expert renderings so you can visualize the end product before we even begin.

PURCHASING OPTIONS

Ease of procurement through our competitive contracts leverage volume and give you tremendous value. Saving you time, money, and headaches.

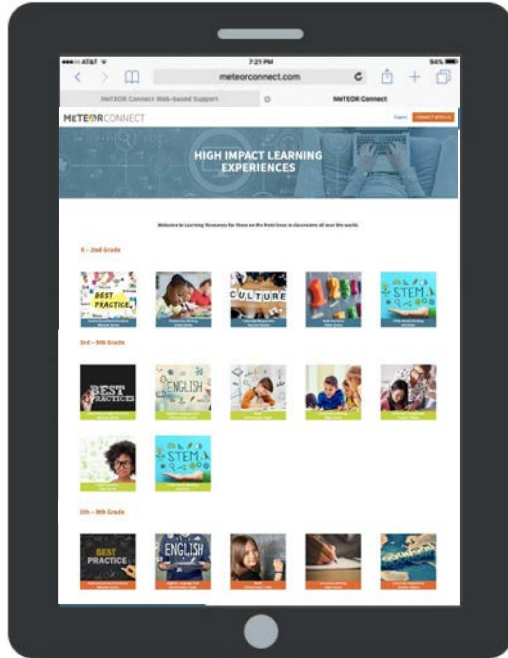
INTEGRATED PROJECT SERVICES

It's how we coordinate processes and communicate clearly, avoiding common project pitfalls, and ensuring your vision is successful.



MeTEOR CONNECT EXPERIENCES PORTAL

ONLINE ACCESS 24/7 TO CURRICULUM RESOURCES



Curriculum Resource Tool

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

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

SHORTWEBS

Videos as conversation starters with national consultants

PERFORMANCE TASKS

Collaborative projects for use in your collaborative environment

DISCUSSION GUIDES

Expand the visionary thinking and practices of your teacher PLCs

STEM MEAs

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

TIPS, TRICKS, AND TRAINING

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

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations

With public school districts as our primary customers, Meteor is very familiar with the utilization of cooperative purchasing programs. Majority of our sales are funneled through cooperative purchasing programs, in addition to local, regional and state contracts. As we are familiar with cooperative purchasing programs, the implementation of this contract will be seamless as our team is already familiar with such programs and our internal quoting and reporting systems are designed to support them. When working with a customer, we offer them all potential contract solutions. At time of quote, we can also tell the customer the benefits of the AEPA contract. Our customers have the final say in what contract their district approved to purchase off of. Although we are currently on some cooperatives, we've had several customers request AEPA's Furniture Contract as this is the standard for their district and the contract they are most comfortable with.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X **No** **Yes**

If Yes, please indicate how the rate factor is determined and other cost factors below. N/A

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	

7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation



Part E – Signature Forms

AEPA 022-A

Furniture

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company’s proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled “Part E – Signature Forms – Name of Bidding Company” (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled “Part E – Signature Forms – Name of Bidding Company”.

Uniform Guidance “EDGAR” Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent’s acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES	<i>JL</i>
2. Termination for Cause of Convenience	YES	<i>JL</i>
3. Equal Employment Opportunity	YES	<i>JL</i>
4. Davis-Bacon Act	YES	<i>JL</i>
5. Contract Work Hours and Safety Standards Act	YES	<i>JL</i>
6. Right to Inventions Made Under a Contract or Agreement	YES	<i>JL</i>
7. Clean Air Act and Federal Water Pollution Control Act	YES	<i>JL</i>
8. Debarment and Suspension	YES	<i>JL</i>
9. Byrd Anti-Lobbying Amendment	YES	<i>JL</i>
10. Procurement of Recovered Materials	YES	<i>JL</i>
11. Profit as a Separate Element of Price	YES	<i>JL</i>
12. General Compliance with Participating Agencies	YES	<i>JL</i>

Meteor Education, LLC.

Name of Business

James A. Land

Signature of Authorized Representative

James A. Land, Secretary

Printed Name

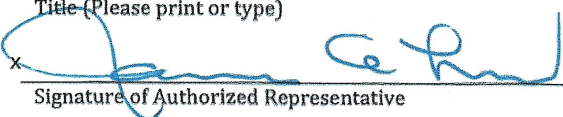
8-23-2021

Date

Solicitation Affidavit

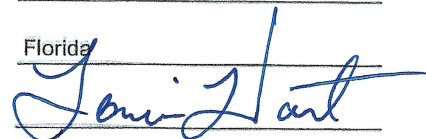
Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

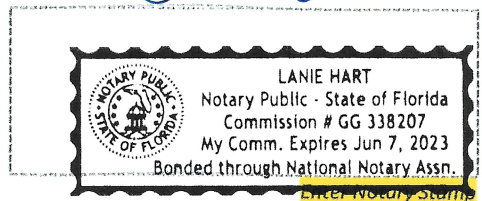
1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

James A. Land	690 NE 23rd Avenue
Authorized Representative (Please print or type)	Mailing Address
Secretary	Gainesville, FL 32609
Title (Please print or type)	City, State, Zip
	8-23-2021
Signature of Authorized Representative	Date

Subscribed and sworn to before me this 23rd day of August, 2021

Notary Public in and for County of Alachua State of Florida

My commission expires on June 7, 2023 Signature 



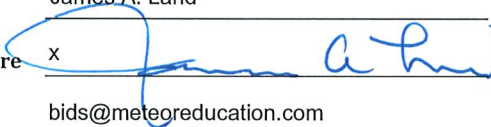


Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Meteor Education, LLC.</u>	Date	<u>8-23-2021</u>
Address	<u>690 NE 23rd Avenue</u>	City, State Zip	<u>Gainesville, FL 32609</u>
Contact Person	<u>James A. Land</u>	Title	<u>Secretary</u>
Authorized Signature	<u>X </u>	Title	<u>James A. Land, Secretary</u>
Email	<u>bids@meteoeducation.com</u>	Phone	<u>800-699-7516</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence (Member Agency to select)	<u>3/1/2022</u>	<u>Or</u>

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their *specified/required format*, by the due date and time listed for this solicitation. *Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.* Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	Part C – State-Specific Forms – <i>Name of Responding Company</i>	Single, Scanned PDF	Required. Signatures Required.
	Part D - Questionnaire – <i>Name of Responding Company</i> Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – <i>Name of Responding Company</i> Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – <i>Name of Responding Company</i>	Excel Workbook	Required.
	Price List/Catalog – <i>Name of Responding Company</i>	Upload PDF	Required.
	Exhibit A – Financial Health Document(s) – <i>Name of Responding Company</i>	Scanned PDF	Required. Not provided by AEPA, Respondent Created
	Exhibit B – Marketing Plan – <i>Name of Responding Company</i>	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit C – Warranties, Additional Services – <i>Name of Responding Company</i>	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit D – Additional Discounts – <i>Name of Responding Company</i>	Scanned PDF	Optional. Not provided by AEPA, Respondent Created



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #022-F Furniture

Bidding Company Name:

Meteor Education, LLC

Name of Catalog:

(This must be the catalog in effect as of the bid date)

Since we are a dealer bidding multiple manufacturers/catalogs, please see name of catalog in the "Comments" column below

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

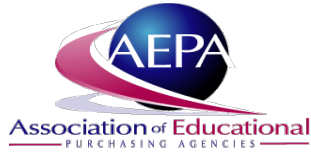
No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	9 To 5 Seating - All Products	44.5%	9 To 5 Seating Price List
2	Alumni - All Products	43.5%	Alumni Price List
3	Annin & Co. - All Products	23.0%	Annin & Co Price List
4	Carpets for Kids - All Products	0.0%	Carpets for Kids Sell Price List
5	CASPR - All Products	30.0%	CASPR Price List
6	Children's Factory (The Children's Factory) - All Products	7.5%	Children's Factory (The Children's Factory) Price List
7	Claridge - All Products	38.0%	Claridge Price List
8	Clinton Industries - All Products	9.0%	Clinton Industries Price List
9	Copernicus Educational Products - All Products	7.5%	Copernicus Educational Products Price List
10	Diversified Woodcrafts - All Products	50.5%	Diversified Woodcrafts Price List
11	Essendant - All Products	0.0%	Essendant Sell Price List
12	Fire King - All Products	33.5%	Fire King Price List
13	FomCore - All Products	41.5%	FomCore Price List
14	Global Equipment Company/Global Industrial - All Products	0.0%	Global Equipment Company/Global Industrial Sell Price List
15	Great Openings (Including Sparkeology) - All Products	60.5%	Great Openings (Including Sparkeology) Price List
16	Gressco LTD - All Products	0.0%	Gressco Sell Price List
17	Interior Concepts - All Products	23.0%	Interior Concepts Price List
18	Ironwood Manufacturing - All Products	46.0%	Ironwood Manufacturing Price List
19	Jaxx Bean Bags/OneUp Innovations - All Products	15.0%	Jaxx Bean Bags/OneUp Innovations Price List
20	Jonti-Craft - Berries Line	27.5%	Jonti-Craft Price List (For Berries Line only)
21	Jonti-Craft - Balance of Line	13.5%	Jonti-Craft Price List (For Balance of Line, not including Berries line)
22	Joy Carpets - All Products	0.0%	Joy Carpets Sell Price List
23	Kidstuff Playsystems, Inc. - All Products	0.0%	Kidstuff Playsystems, Inc. Sell Price List
24	Maxon - All Products	65.0%	Maxon Price List
25	Mediatechnologies - All Products	39.0%	Mediatechnologies Price List
26	MiEN Company, Inc. - All Products	15.0%	MiEN Company, Inc Price List
27	Mity-Lite - All Products	23.0%	Mity-Lite Price List
28	National Office Furniture - All Products	40.0%	National Office Furniture Price List
29	National Public Seating - All Products	33.5%	National Public Seating Price List
30	OFM - All Products	44.5%	OFM Price List
31	Palmieri - All Products	30.5%	Palmieri Price List
32	Paragon Furniture - All Products	34.5%	Paragon Furniture Price List
33	Platnium Visual - All Products	46.0%	Platnium Visual Price List
34	Quantum Storage - All Products	0.0%	Quantum Storage Sell Price List
35	Safco/Mayline - All Products	37.5%	Safco/Mayline Price List
36	Sedia Systems - All Products	0.0%	Sedia Systems Sell Price List
37	Scholar Craft - All Products	55.0%	Scholar Craft Price List
38	Sico America - All Products	23.0%	Sico America Price List
39	Six Inch - All Products	30.5%	Six Inch Price List
40	Tenjam - All Products	30.5%	Tenjam Price List

If more categories are needed, add a new tab with similar formatting.

SEE NEXT TAB FOR ADDITIONAL CATEGORIES

Pricing Notes:

- (1) Updated prices lists will be provided upon manufacturer published price increase according to specified instructions in bid document.
- (2) Per solicitation, freight will be quoted upon request and added to quote.
- (3) See sheet F.3 for additional Services Price Schedule
- (4) If available, Volume or Additional Discounts will be provided at time of quote.



Part F.1 - Catalog Discount for Items in a Commercially Available Catalog

AEPA #022-F Furniture

Bidding Company Name:

Meteor Education, LLC

Name of Catalog:

(This must be the catalog in effect as of the bid date)

Since we are a dealer bidding multiple manufacturers/catalogs, please see name of catalog in the "Comments" column below

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	UltraPlay - All Products	0.0%	UltraPlay Sell Price List
2	UltraSite - All Products	0.0%	UltraSite Sell Price List
3	USA Capitol - All Products	44.5%	USA Capitol Price List
4	WB Manufacturing - All Products	56.5%	WB Manufacturing Price List
5			
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If more categories are needed, add a new tab with similar formatting.

Pricing Notes:

- (1) Updated prices lists will be provided upon manufacturer published price increase according to specified instructions in bid document
- (2) Per solicitation, freight will be quoted upon request and added to quote.
- (3) See sheet F.3 for additional Services Price Schedule
- (4) If available, Volume or Additional Discounts will be provided at time of quote.



Part F.3 – Services Price Schedule
AEPA #022-A Furniture

Bidding Company Name: Meteor Education, LLC

NOTE: If your company provides any of the services listed below, please complete the price schedule. **Part F.3 is an OPTIONAL FORM**

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		*Note: basic design work may be available FREE of charge with the purchase of a furniture package	FREE			
	Interior Design Services	\$85 per hour				
	Advanced Interior Design Services	\$120 per hour				

Installation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		Full Installation	Guaranteed maximum price of \$125/man-hour with \$500 minimum trip charge. If local prevailing wage or union labor rates are higher, install rate will meet local requirements.		\$96	IRS mileage rate: currently \$0.56/mile
	Inside Delivery for LTL Shipments	\$385.00 per truck				
	Inside Delivery for Truckload Shipments	\$1,000.00 per truck				
	Add Lift Gate (for sites without loading docks)	Up to \$300 per truck				
	Redelivery Fee (if site is not ready to receive shipment at time specified by customer)	Up to \$385 per truck				

Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		Teacher Orientation Hybrid/Virtual	\$50/per person			
	Teacher Orientation Hybrid/Onsite	\$1,850 per Session		\$96	IRS mileage rate: currently \$0.56/mile	
	On-Demand Program (One Person)	\$249				
	On-Demand Program (For Group Rate)	\$1,000				
	On-Demand Program (For Group Rate with Virtual)	\$1,500				
	Learning Services Virtual Session	\$400				
	Learning Services On-Site Session	\$3,000		\$96	IRS mileage rate: currently \$0.56/mile	
	Dining Commons Professional Development	\$2,000		\$96	IRS mileage rate: currently \$0.56/mile	

Fees	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		Freight	Per bid specifications, quote will be provide upon request			
	MeTEOR Connect	FREE				

Support Serv

Furniture Recycling Donation	Pricing will be quoted per project. Guaranteed maximum price of \$6,200 per container and \$125/man-hour with \$500 minimum trip charge. Meteor partners with The Institution Recycling Network (IRN) and Furniture Reuse Solutions.				
Rhithm MEEPS Assessment	\$4,500				

***Please detail additional discounts on large projects.**

METEOR EDUCATION

EXHIBIT B – MARKETING PLAN

Internal Marketing Plan:

First Month After Award

Announcement of award from Meteor Education's leadership. We have several ways to communicate internally including Yammer, Bi-Weekly Newsletters, formatted emails from our Strategic Sourcing Team, and Team Meetings in person and through Zoom. We will celebrate the award of this Contract and communicate leadership endorsement through these vehicles.

- Input Contract details into our internal quoting system
- Designate one individual who will represent Meteor to the AEPA, its AEPA Member Agencies during the contract period.
- Create training materials to include:
 - Key features of Contract(s)
 - Information on the solicitation process
 - Details of AEPA's State Member Agencies that have awarded Meteor Education with Contract along with each state's requirements so that the Contract can be utilized immediately and correctly.

Second Month After Award

- Educate sales and quote team members on each state's Contract details.
- Finalize all Contract(s) details in internal quoting system
- Run test quote in internal quoting system

Third Month After Award

- Additional training, as needed 90+ Days After Award
- Continuing education on Contract details
- Evaluate Contract sales and create action plans, if needed.

90+ Days After Award

- Continuing education on Contract details
- Evaluate Contract sales and create action plan to increase sales, if needed.

External Marketing Plan:

First Month After Award

- Input Contract details into our internal quoting system
- Begin designing marketing material which will include AEPA logo and the following highlights:

- Contract was competitively solicited by Association of Educational Purchasing Agencies (AEPA)
- Best government pricing
- No cost to participate
- Available in 29 states
- Etc.
- Begin design of web-based homepage for Contract(s) information on company website, including local studio contact information for different geographical areas (states).
- Creation and distribution of a co-branded press release to trade publications
- Announce Contract award on social media, including Twitter

Second Month After Award

- Finalize and publish co-branded marketing materials
- Wrap up dedicated web-based home page design

Third Month After Award

- Distribute co-branded marketing material through sales team
- Sales Enablement department will do an email blast and mail campaign direct to clients
- Make available AEPA information sessions/training for our customers
- Go live with website requirements
- Summary of products and pricing will be made available to AEPA, and its member agencies.
- Marketing Materials
- Electronic link to appropriate website(s)
 - Begin advertising campaign in trade publications
 - Request contract blurb be included in newsletter of trade associations we belong to
 - Participate in trade shows and include AEPA information in our booth

90+ Days After Award

- Ongoing marketing and promotion of the Contract(s) throughout its term (case studies, collateral pieces, presentations, etc.)
- Meteor attends and participates with AEPA at national, regional, and supplier-specific trade shows, conferences, and meetings.
- Continuation of marketing effort to design national and regional publications.



EXHIBIT C

Meteor Education's proposed manufacturers' warranties are provided via the dropbox link below:

https://www.dropbox.com/sh/c6i3h1aj4w3tdnr/AACRmqgVsv_NZVwVLsquhiPMa?dl=0

meteoreducation.com



Part D - Questionnaire

AEPA 022

Furniture

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “*Part D – Questionnaire – Name of Company*”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: National Business Furniture LLC
Company Address: 770 S 70th St
City, State, zip code: Milwaukee WI 53214
Website: www.nbf.com
Contact Person: Joanna Terry
Title: Director of Vertical Markets
Phone: 414-276-8511
Email: joannat@nbf.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: _____ public company privately owned company
In what year was this business started under its present name? 1975
Under what additional, or, former name(s) has your business operated? _____

Is this business a corporation? No _____ Yes. If yes, complete the following:
Date of Incorporation: _____
State of Incorporation: _____
Name of President: _____
Name(s) of Vice President(s): _____
Name of Treasurer: _____
Name of Secretary: _____

Is this business a partnership? No _____ Yes. If yes, complete the following:
Date of Partnership: _____
State Founded: _____
Type of Partnership, if applicable: _____
Name(s) of General Partner(s): _____

Is this business individually owned? No _____ Yes. If yes, complete the following:
Date of Purchase: _____
State Founded: _____
Name of Owner/Operator: _____

Is this business different from those identified above? _____ No Yes
If yes, describe the company's format, year and state of origin and names and titles of the principles below.
LLC - since 2001. Based in WI and owned 100% by TAKKT America Holdings

Is this business women-owned? _____ No Yes

Is this business minority-owned?

No Yes

Does this business have an Affirmative Action plan/statement?

No Yes

Business Headquarter Location

Business Address 770 S 70th St
City, State, zip code Milwaukee WI 53214
Phone 414-276-8511
How long at this address? 4 years

Business Branch Location(s)

Branch Address none
City, State, zip code
Branch Address
City, State, zip code
Branch Address
City, State, zip code
Branch Address
City, State, zip code

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	15,390,354	10,521,401	15,551,289
Higher Education Institutions	2,997,242	2,549,873	3,456,434
Counties, Cities, Townships, Villages	8,936,028	7,568,055	6,082,569
States	7,952,148	6,235,778	5,786,454
Other Public Sector & Non-profits	5,342,770	3,971,598	3,669,866
Private Sector	96,645,136	74,163,879	59,688,461
Total (includes non listed sectors)	215,776,831	180,687,468	135,658,480

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	15,390,354	10,521,401	15,551,289
Higher Education Institutions	2,997,242	2,549,873	3,456,434
Counties, Cities, Townships, Villages	8,936,028	7,568,055	6,082,569
States	7,952,148	6,235,778	5,786,454
Other Public Sector & Non-profits	5,342,770	3,971,598	3,669,866
Private Sector	96,645,136	74,163,879	59,688,461
Total (includes non listed sectors)	215,776,831	180,687,468	135,658,480

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Joanna Terry	Director	414.276.8511	joannat@nbf.com
Sales Manager	Aaron Schultz	Director	414.615.3618	aarons@nbf.com
Customer & Support Manager	Anne Stearns	Director	800.626.6060	annes@nbf.com

Distributors, Dealers, Installers, Sales Reps	Mike LeMoine	Director Field Sales	414.615.3641	mikel@nbf.com
Consultants & Trainers	n/a	n/a	n/a	n/a
Technical, Maintenance & Support Services	Jesse Ambos-Kleckley	Vertical Market Specialist	414.276.8511	jessea@nbf.com
Quotes, Invoicing & Payments	Jesse Ambos-Kleckley	Vertical Market Specialist	414.276.8511	jessea@nbf.com
Warranty & After the Sale	Anne Stearns	Director	800-626-6060	annes@nbf.com
Financial Manager	Matt Los	Controller	414.276.8511	mattl@nbf.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
1	Phoenix	AZ
4	Los Angeles	CA
1	Sacramento	CA
1	San Francisco	CA
1	San Diego	CA
1	Denver	CO
1	Jacksonville	FL
1	Orlando	FL
1	Miami/Ft Lauderdale	FL
2	Atlanta	GA
3	Chicago	IL
1	Indianapolis	IN
1	Baltimore	MD
1	Washington	DC
1	Detroit	MI
1	Minneapolis	MN
1	St Louis/Kansas City	MO
1	Charlotte	NC
1	Newark	NJ
1	Las Vegas	NV
2	New York	NY
1	Cincinnati/Kentucky	OH
1	Cleveland	OH
1	Columbus	OH
1	Philadelphia	PA
1	Pittsburgh	PA
1	Austin	TX
3	Dallas	TX
3	Houston	TX
1	San Antonio	TX
1	Salt Lake City	UT
1	Arlington	VA
1	Virginia Beach	VA
1	Seattle	WA
2	Milwaukee	WI
16	Nationwide (Inside Sales)	
1	Boston	MA
1	Portland	OR

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

The contract will be renewed in detail with all sales and services teams, with refresh & update training quarterly. Additional training will be conducted at national sales meetings. Each rep has a goal for the Education & Public sector market which is reviewed and reinforced by regional managers. Additionally, NBF has a dedicated contract specialist that is available to travel with the team to end users and is available to work directly with Members.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

NBF currently sells, delivers and installs in all 50 US states. We have 52 field sales reps in addition to 16 inside sales reps – all are able to assist Members. NBF also has a dedicated service team to field any questions, issues or warranty concerns. Installation and assembly is available nationwide, at an additional cost which will be disclosed prior to any order.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

NBF is the largest office furniture dealer in the United States – we offer a comprehensive & complete selection of office furniture, school furniture, educational furniture, medical furniture and specialty furniture and décor. Additionally, custom orders and special items are available.

If offering Design Services in your response, describe how the process works between your company and the customer.

Design Services are free to Members – NBF will complete space plans, show 3D renderings and provide color and finish samples at no additional cost.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

NBF currently distributes and installs furniture in all 50 states. We handle the entire process from quote to completion (no 3rd party distributors) including service and warranty calls. Local sales reps are available in most major markets to assist with space planning and specifications. Additionally NBF has 3 regional warehouses (GA, NV, PA) which stock thousands of items for same day shipping.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Warehouse	Atlanta	GA
Warehouse	Reno	NV
Warehouse	Carlisle	PA
Main Office/Support	Milwaukee	WI

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

NBF only subcontracts installation services – installers are extensively vetted. We review their financial statements, require jobsite and workplace insurance and inspect warehouse facilities. NBF maintains a scorecard for installation partners and complaints/non compliance can result in the installer being replaced.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Please see attachment titled “Exhibit B – Installers”

If applicable, describe your company’s ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Currently, NBF does not utilize any 3rd party distributors

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company’s diversity of owner employees, etc.

NBF uses local installation firms and actively seeks to partner with MWBE companies. Additionally, many of the items we sell are sourced from MWBE manufacturers with a goal of increasing the % of those items we sell.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Please see attached file labeled “Exhibit B – MWBE Purchases” for detail by supplier

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business’s key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Jesse Ambos-Kleckley	Vertical Market Specialist	414.276.8511	jessea@nbf.com
Joanna Terry	Director Vertical Markets	414.276.8511	joannat@nbf.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

NBF has an omni-channel marketing strategy. We mail millions of catalogs per year, including a dedicated school catalog (expanded to 78 pages in 2021). Additionally, we have a local sales force and robust web portal for purchasing. NBF attends the annual AEPA meetings and will exhibit at local state chapter events in 2021 & beyond

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

NBF will inkjet state co-op information and messaging on all catalogs being delivered into AEPA states. Additionally, quarterly co-branded flyers will be provided to coops for marketing use. Upon request, NBF can create specialized and specific flyers or brochures for coops to use.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit B – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.

- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

Please see attached current catalog – coop names and contract information will be ink jetted on all catalogs going to Members. Example flyers are attached for review. View our contracts page here: <https://www.nationalbusinessfurniture.com/education-contracts> - all agencies are prominently displayed.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

NBF strives to offer environmentally friendly and cost effective items – we actively seek to use safer materials (polyurethane vs vinyl as an example) in the items we sell, and have developed a supplier scorecard to be implemented in 2022 where we will rate the manufacturers we work with on sustainability.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

Yes, many items we sell are BIFMA LEVEL, Greenguard, LEED, SCS, or Green Seal certified. Certifications are noted on each individual product page (catalog or online)

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

Our parent company, TAKKT America has launched a major sustainability initiative called Enkelfahig (roughly translated to "value for the future") – this initiative calls for increasing the percentage of sustainable items, reducing energy consumption, reducing waste and safeguarding resources, See here for additional details: <https://www.haniel.de/en/sustainability/>

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

Roughly 1/3 of the items we offer are certified (Greenguard, SCS, etc) and more than 60% use some form of environmentally preferable materials (polyurethane, powder coating, etc). See the question above for additional information on future initiatives to improve sustainability in items we sell.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

NBF offers a Lifetime warranty on the items we sell – everything is sold by and serviced by NBF (no 3rd party dealers or distributors). NBF offers free design services to AEPA members, and has local sales reps in most major markets to assist with specifications, quotes and project management. We stock thousands of popular products in 3 warehouses meaning those items ship same day, with 2-4 day delivery to sites. We will actively promote the agency contracts through our sales force, email messaging and catalogs inkjetted with appropriate agency names.

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

NBF currently partners with Equal Level/Express (preferred by several AEPA agencies). We recently completed a punch out application on the Coups platform, and have a presence on several other procurement platforms like Ariba, Keteria, GSA Advantage, Amazon, eMall and CorXpand.

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Colorado	Undecided	X	<u>X</u>	<u>X</u>
Connecticut	Yes	<u>X</u>	<u>X</u>	
Florida	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Georgia	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Illinois	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Indiana	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Iowa	Yes	<u>X</u>	<u>X</u>	
Kansas	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Kentucky	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Massachusetts	Yes	<u>X</u>	<u>X</u>	<u>x</u>
Michigan	Yes	<u>X</u>	<u>x</u>	<u>X</u>
Minnesota	Yes	<u>x</u>	<u>x</u>	<u>x</u>
Missouri	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Montana	yes	<u>X</u>	<u>x</u>	
Nebraska	Yes	<u>x</u>	<u>x</u>	
New Jersey	Yes	<u>X</u>	<u>X</u>	<u>X</u>
New Mexico	Yes	<u>X</u>	<u>X</u>	
North Dakota	Yes	<u>X</u>	<u>X</u>	
Ohio	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Oregon	Yes	<u>X</u>	<u>X</u>	<u>x</u>
Pennsylvania	Yes	<u>X</u>	<u>X</u>	<u>X</u>
South Carolina	Yes	<u>X</u>	<u>X</u>	
Texas	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Virginia	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Washington	Yes	<u>X</u>	<u>X</u>	<u>X</u>
West Virginia	Yes	<u>X</u>	<u>X</u>	
Wisconsin	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Wyoming	Yes	<u>X</u>	<u>X</u>	

e-Commerce: Does this business have an e-commerce website? _____ **No** x **Yes**
 If YES, what is the website? _____ www.nbf.com

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** x **Yes**

Does this business have a toll-free customers support phone option? _____ **No** x **Yes**

Does this business offer local customer and support service options? _____ **No** x **Yes**

State your normal delivery time (in days) and any options for expediting delivery.
In stock items ship same day, quick ship items ship in 5 working days and standard items ship in 14-21 working days. Custom or special order items may have additional lead time. Expedited deliveries can be requested and will incur additional costs.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?
We will generally fill the order when available, unless the participating agency wishes to cancel the order

Describe your company's payment terms as well as any quick pay discounts.
Payment terms are net 30. Purchase orders and P-cards are accepted.

State your company's return policy and any applicable State restocking fees.
Unless otherwise noted in the item description, you may return your purchase for a refund minus the round trip shipping charges within 30 days of receiving your item. Orders over \$2000, which require more handling, will be subject to an additional re-stocking fee that will not exceed 25% of the order. The shipping charges will be deducted from your refund if you paid in advance or you will receive a revised invoice for shipping charges once the items are returned to us. Return Eligibility: Items must be in new/unused condition and in their original packaging in order to be returned. Items which are custom/made to order cannot be returned. Returns on clearance items and items marked as "non-returnable" will not be accepted.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
NBF has 3 warehouses stocked with our most popular items – these items are clearly marked in catalogs and online, and will ship same-day.

Pricing

Is your pricing methodology guaranteed for the term of the contract? _____ **No** x **Yes**

Will you offer customized price lists to participating entities as required per the pricing terms of Part A? _____ **No** x **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? x **No** _____ **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? _____ **No** x **Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? No Yes x

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

- Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.
- x Pricing is LESS THAN individual customer and/or cooperatives. Lower by 2-10 %

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? No Yes x

If YES, identify which cooperative and the respective expiration date(s).
Buyboard – expires March 2022, TIPS expires June 2022

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?
AEPA – we have a long history of success with AEPA and most agencies prefer to use a local co-op vs a national agreement

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X No Yes
If Yes, please indicate how the rate factor is determined and other cost factors below.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	

3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
X	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Section V, page 15	#5	Shipping terms	Shipping will not be FOB destination: Freight charges will apply on a pre-pay & add basis for all shipments. Freight will be shown as a separate line item and will be included in the total amount of the purchase.
Section V, page 15	#5	Shipping terms	shipping will be charged and the amount will be provided to the potential purchaser for their approval prior to finalizing the order. Shipping costs will be shown as a separate line item on the invoice.

Deviations

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
X	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation
6.1.3	Orders shipped within 48 hours	<p>We offer a quick ship program to serve customers as needed and all lead times are revealed upfront so that the customer knows what to expect.</p> <p>We have thousands of products that <u>ship the same day</u> an order is placed. There is no additional cost for this service and the product(s) are delivered within 3-5 business days.</p> <p><u>Basic in stock program</u> – products deliver in 7-10 business days.</p> <p><u>Standard ship program</u> – products deliver in 2-4 weeks.</p>



RETURN TO SCHOOL SAFETY SOLUTIONS FROM NBF

National Business Furniture is excited to be partnered with the **Keystone Purchasing Network (KPN)** representing **AEPA Furniture Contract 018-D**. NBF offers options to reduce the risk of cross contamination by offering personal protection products such as sanitizer dispensers, sneeze guards and space dividers – just to name a few. These products will be essential to ensure the comfort, safety and health of each student upon their return to the classroom.

Contact your local National Business Furniture sales rep today for free design services, catalogs, quotes, or orders.



Rob Karl
412-742-8729
RobK@nbf.com



NBF.com/education



Implementing safety practices for a healthier classroom



Dividers



Floor decals



Sanitizers



Sneeze Guards



Signage



Crowd Control

ON THE WEB

Visit our website to see everything we have to offer, including the all-new health and safety products we're continuously adding.

LOCAL SALES REP

Our nationwide network of sales representatives are here to help you find the right solution for projects large, small, and anywhere in between.

SHOP THE CATALOG

Explore the pages of our catalog to gain inspiration and find solutions that can help your business succeed and grow.



**NATIONAL BUSINESS
FURNITURE**

[NBF.com/education](https://www.nbf.com/education)



NBF

*Affordable
Education Solutions*

Offering a wide selection of products to furnish your educational facility.



Furniture for Lifelong Learning

At National Business Furniture, we offer a wide range of furniture for every learning environment — furniture that accommodates technology, offers mobility and is easy to reconfigure. Beyond the classroom, we carry a wide range of reception and lounge seating, conference and multi-use tables, and private office furniture. See what's possible when you combine NBF's selection, superior pricing and outstanding services including:



Dedicated Team

Each NBF consultant is supported by specialists who design and provide customer service to ensure your project is executed properly every step of the way.

Vast Product Selection

Access to over 350 brands. We carry top-quality manufacturers and our exclusive NBF Signature Series line provides exceptional quality at an amazing value.



Nationwide Installation

We offer installation anywhere in the U.S. — including multiple locations and remote regions.

Thousands of Products Ship Today

Need furniture fast? We have thousands of products on-hand that ship same-day from one of our three distribution centers.



Free Space-Planning

Working with your specific dimensions and requirements, we'll create 3-D and bird's-eye layouts so you can "walk through" spaces designed specially for you.

Budget-Planning

We can create plans to fit any budget. Our national buying power assures us some of the best pricing in the industry. We happily pass those savings along to you.



Lifetime Guarantee

We want to make sure you are satisfied with your purchase. With our Lifetime Guarantee, you can rest easy knowing we'll take care of you.

Sustainability Standards

National Business Furniture has access to Level Certified furniture to help your organization meet various environmental standards.



**NATIONAL BUSINESS
FURNITURE**

<u>Category</u>	<u>Category Change</u>	<u>Item Type</u>	<u>Company Name</u>	<u>Total Purchases (Pulled 10/7) 10-01-2019 to 09-30-2020</u>
HUBZone Small Business		Chairs	ErgoGenesis	\$0
HUBZone Small Business		Tables	KFI	\$2,789,872
HUBZone Small Business		Chairs	Knu LLC/La Z Boy Contract Furniture	\$430,513
HUBZone Small Business		Desks	RTA Products	\$18,248
HUBZone Small Business		Tables	Southern Aluminum	\$8,397
HUBZone Small Business Total				\$3,247,029
Small Business		Accessories	Alvin & Co., Inc.	\$30,122
Small Business		Accessories	Anji Mountain Bamboo Rug Co	\$2,739
Small Business		Chairs	Avenue Six (Part of Office Star)	\$0
Small Business		Accessories	BRG Precision	\$0
Small Business		Accessories	Champion Sports	\$1,156
Small Business		Medical	Clinton Industries	\$76,229
Small Business		Panels	Compatico Inc	\$1,559
Small Business		Medical	Cortech	\$163,386
Small Business		Chairs	Cramer Industries	\$0
Small Business		Storage	Creative Woodcraft	\$0
Small Business		Storage	Dacasso Inc	\$914
Small Business		Accessories	Deflecto Llc	\$88,920
Small Business		Accessories	Eagle One Products	\$0
Small Business		Chairs	ErgoCentric Seating Systems	\$3,664
Small Business		Panels	Friant And Associates	\$384,909
Small Business		Medical	Health Postures	\$1,269
Small Business		Desks	Highwood Usa Llc	\$5,290
Small Business		Storage	Hirsh Industries	\$642,599
Small Business		Accessories	Innovative Office Products	\$3,506
Small Business		Accessories	Jaipur Living	\$0
Small Business		Desks	K & A Manufacturing Inc	\$268,442
Small Business		Medical	Lakeside Manufacturing Inc	\$35,088
Small Business		Chairs	Legacy Furniture Group Inc	\$9,950
Small Business		Desks	Legare Furniture	\$0
Small Business		Accessories	Luxo Corporation	\$0

<u>Category</u>	<u>Category Change</u>	<u>Item Type</u>	<u>Company Name</u>	<u>Total Purchases (Pulled 10/7) 10-01-2019 to 09-30-2020</u>
Small Business		Desks	Martin	\$11,994,337
Small Business		Desks	Maywood Furniture Corp	\$202
Small Business		Accessories	Millennium Mat	\$1,468
Small Business		Chairs	Nex Terra	\$3,571
Small Business		Chairs	Nightingale	\$290,019
Small Business		Accessories	Numonics Corporation	\$0
Small Business		Desks	Office Essentials	\$333,677
Small Business		Chairs	Office Star	\$5,186,154
Small Business		Accessories	Pacific Coast Lighting	\$8,786
Small Business		Storage	Palmer Hamilton Llc	\$161,179
Small Business		Chairs	Parker House	\$25,129
Small Business		Chairs	Polywood	\$16,667
Small Business		Tables	PS Furniture	\$0
Small Business		Tables	Raymond Products	\$2,450
Small Business		Storage	Salsbury Industries	\$69,900
Small Business		Accessories	United Paper Corporation	\$0
Small Business		Accessories	Visiontron Corp	\$10,690
Small Business		Accessories	Winners Only Inc	\$133,032
Small Business		Tables	Wisconsin Bench	\$22,770
Small Business		Chairs	9 To 5 Seating	\$55,874
Small Business		Accessories	Aarco	\$16,918
Small Business		Accessories	Adesso Inc	\$14,412
Small Business		Medical	Altus Inc	\$7,904
Small Business		Accessories	Amplivox	\$18,833
Small Business		Medical	Amtab Manufacturing Corp	\$13,257
Small Business		Accessories	Apache Mills	\$3,928
Small Business		Accessories	Barska Optics	\$3,302
Small Business		Tables	Brookside Design	\$4,904
Small Business		Storage	Buddy	\$3,268
Small Business		Desks	Bush	\$636,603
Small Business		Chairs	Capitol Seating	\$101,479
Small Business		Chairs	Comfor Tek Seating Inc	\$615
Small Business		Desks	Concepts In Wood	\$14,291
Small Business		Tables	Correll	\$348,411

<u>Category</u>	<u>Category Change</u>	<u>Item Type</u>	<u>Company Name</u>	<u>Total Purchases (Pulled 10/7) 10-01-2019 to 09-30-2020</u>
Small Business		Storage	Diversified Wood Products	\$47,723
Small Business		Desks	DMI	\$0
Small Business		Storage	Durham	\$16,235
Small Business		Accessories	Eagle	\$0
Small Business		Storage	Edsal (Part of Sandusky)	\$0
Small Business		Accessories	Empire Imports	\$13,150
Small Business		Chairs	Ergocraft	\$9,489
Small Business		Chairs	Ergonomic Concepts	\$3,504
Small Business		Desks	Felix Storch Inc	\$7,988
Small Business		Storage	FireKing	\$550,725
Small Business		Accessories	Forest Designs	\$0
Small Business		Accessories	Glaro	\$26,338
Small Business		Accessories	Guidecraft USA	\$126
Small Business		Storage	H Wilson Co	\$5,197
Small Business		Storage	Hale	\$15,035
Small Business		Storage	Hallowell	\$13,302
Small Business		Accessories	Haugen Furniture	\$1,936
Small Business		Chairs	Holland Bar Stool Company	\$20,796
Small Business		Accessories	Howard Miller	\$27,115
Small Business		Chairs	Humanscale Corp	\$17,147
Small Business		Tables	Iceberg	\$12,969
Small Business		Desks	Imperial Woodworks Inc	\$4,240
Small Business		Medical	Infinity Instrument	\$1,589
Small Business		Accessories	Intervinyls (aka ES Robbins)	\$38,698
Small Business		Storage	Ironwood	\$11,737
Small Business		Accessories	Koncept Inc	\$1,283
Small Business		Medical	Kwalu Llc	\$38,308
Small Business		Medical	La-Z-Boy	\$0
Small Business		Chairs	Lesro	\$4,143,766
Small Business		Accessories	Lite Source Inc.	\$1,275
Small Business		Accessories	Luxor	\$47,772
Small Business		Accessories	Magnuson	\$32,281
Small Business		Desks	Maverick	\$153,773
Small Business		Accessories	MBM Corporation	\$8,896

<u>Category</u>	<u>Category Change</u>	<u>Item Type</u>	<u>Company Name</u>	<u>Total Purchases (Pulled 10/7) 10-01-2019 to 09-30-2020</u>
Small Business		Tables	Mc Court Manufacturing	\$118,091
Small Business		Tables	Midwest	\$0
Small Business		Tables	Mity Lite	\$193,725
Small Business		Tables	MLP	\$806
Small Business		Accessories	Modway/East End Imports	\$315,852
Small Business		Accessories	Nudo Products Inc	\$81,689
Small Business		Accessories	Obex P E Inc	\$213,010
Small Business		Desks	Office Furniture Distributors	\$155,860
Small Business		Accessories	Paperflow Usa Inc	\$13,841
Small Business		Accessories	Penco Products	\$0
Small Business		Chairs	Phoenix	\$107,728
Small Business		Storage	Phoenix Safe	\$63,387
Small Business		Chairs	Polly Products	\$108,415
Small Business		Accessories	Rayne Mirrors	\$1,617
Small Business		Desks	Regency Contract	\$310,537
Small Business		Accessories	Rubbermaid/United Recepticle	\$0
Small Business		Storage	Sandusky	\$654,073
Small Business		Accessories	Screenflex	\$111,957
Small Business		Storage	Sitonit (aka Exemplis/Instant Seating)	\$20,023
Small Business		Desks	Smith Carrel Co Inc	\$19,261
Small Business		Storage	Steel Cabinets Usa Inc	\$65,710
Small Business		Storage	Stevens Industries	\$59,963
Small Business		Desks	Storlie	\$123,491
Small Business		Storage	Tennsco	\$1,015,648
Small Business		Medical	The Brewer Company	\$97,453
Small Business		Accessories	Tree Masters Inc	\$16,389
Small Business		Accessories	Valley Forge Flags	\$156
Small Business		Chairs	Versteel/Ditto Sales Inc	\$0
Small Business		Accessories	Vestil	\$0
Small Business		Chairs	Via Seating	\$14,964
Small Business		Accessories	Victor Technology Llc	\$1,187
Small Business		Tables	Whitney Brothers Co	\$939
Small Business		Storage	Wooden Mallet	\$30,098
Small Business		Chairs	Zoom Seating	\$0

<u>Category</u>	<u>Category Change</u>	<u>Item Type</u>	<u>Company Name</u>	<u>Total Purchases (Pulled 10/7) 10-01-2019 to 09-30-2020</u>
Small Business		Chairs	Zuo Modern Ince	\$510
Small Business Total				\$30,412,541
Small Disadvantage Business		Accessories	Amq Solutions	\$0
Small Disadvantage Business		Chairs	Ergonomic Design	\$0
Small Disadvantage Business		Desks	Faustino	\$79,348
Small Disadvantage Business		Desks	Furniture Representatives	\$84,645
Small Disadvantage Business		Chairs	Raynor	\$2,053,217
Small Disadvantage Business Total				\$2,217,209
Veteran Owned Small Business		Accessories	Concepts Display LLC	\$155,260
Veteran Owned Small Business		Accessories	Hamilton Buhl	\$4,260
Veteran Owned Small Business		Tables	Barricks	\$222,957
Veteran Owned Small Business		Panels	Brewster Panels Inc	\$0
Veteran Owned Small Business		Storage	Ghent	\$156,330
Veteran Owned Small Business		Desks	Global Distributors	\$0
Veteran Owned Small Business		Chairs	Quaker	\$0
Veteran Owned Small Business		Storage	Waddell (Ghent)	\$191,124
Veteran Owned Small Business		Storage	Wood Designs	\$11,756
Veteran Owned Small Business Total				\$741,687
Woman Owned Small Business		Accessories	Art Source	\$0
Woman Owned Small Business		Accessories	By the Yard	\$0
Woman Owned Small Business		Chairs	Concept Seating	\$177,716
Woman Owned Small Business		Chairs	Esi Ergonomic Solutions Llc	\$84,938
Woman Owned Small Business		Chairs	Hekman Furniture	\$87,526
Woman Owned Small Business		Chairs	High Point	\$1,389,321
Woman Owned Small Business		Accessories	Joy Carpets & Co.	\$6,146
Woman Owned Small Business		Accessories	Kid Kraft	\$0
Woman Owned Small Business		Panels	Loftwall Inc	\$234,698
Woman Owned Small Business		Medical	Medline Industries	\$126,769
Woman Owned Small Business		Panels	Open Plan Systems	\$655,956
Woman Owned Small Business		Medical	Umf Medical	\$46,357
Woman Owned Small Business		Accessories	Witt Industries Inc	\$2,202

<u>Category</u>	<u>Category Change</u>	<u>Item Type</u>	<u>Company Name</u>	<u>Total Purchases (Pulled 10/7) 10-01-2019 to 09-30-2020</u>
Woman Owned Small Business		Tables	Balt	\$1,196,598
Woman Owned Small Business		Tables	Bestrite (Part of Balt)	\$525,150
Woman Owned Small Business		Accessories	Display Products (aka Radius)	\$3,863
Woman Owned Small Business		Chairs	Neutral Posture	\$13,420
Woman Owned Small Business		Accessories	Peter Pepper	\$62,597
Woman Owned Small Business Total				\$4,613,256
Grand Total (Category Assigned)				\$41,231,723



Part E – Signature Forms

AEPA 022-A

Furniture

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E - Signature Forms - Name of Bidding Company" (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled "Part E - Signature Forms - Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent’s acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	JT
2. Termination for Cause of Convenience	Yes	JT
3. Equal Employment Opportunity	Yes	JT
4. Davis-Bacon Act	Yes	JT
5. Contract Work Hours and Safety Standards Act	Yes	JT
6. Right to Inventions Made Under a Contract or Agreement	Yes	JT
7. Clean Air Act and Federal Water Pollution Control Act	Yes	JT
8. Debarment and Suspension	Yes	JT
9. Byrd Anti-Lobbying Amendment	Yes	JT
10. Procurement of Recovered Materials	Yes	JT
11. Profit as a Separate Element of Price	Yes	JT
12. General Compliance with Participating Agencies	Yes	JT

National Business Furniture LLC

Name of Business

Please see signature page (following)

Signature of Authorized Representative

Printed Name

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

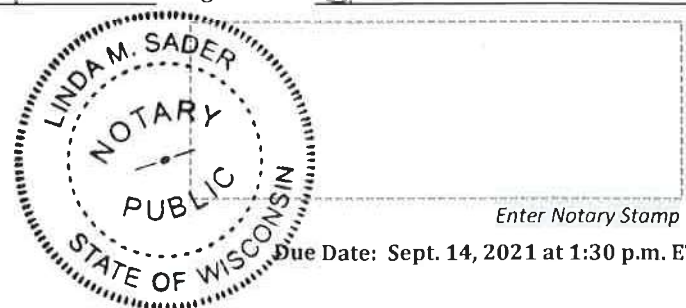
1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

DANA TERRY
Rick Wachowiak *Chairman* 770 S 70th St
 Authorized Representative (Please print or type) Mailing Address

Chief Revenue Officer *Director Vertical* Milwaukee, WI 53214
 Title (Please print or type) Markets City, State, Zip

Dana Terry *Chairman* 9/2/21
 Signature of Authorized Representative Date

Subscribed and sworn to before me this 15th day of September, 2021
 Notary Public in and for County of Milwaukee State of Wisconsin
 My commission expires on 6/22/24 Signature Linda M. Sader



Solicitation Affidavit

Instructions: This form must be signed by the business’s authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

770 S 70th St

 Authorized Representative (Please print or type) Mailing Address

Milwaukee, WI 53214

 Title (Please print or type) City, State, Zip

 Signature of Authorized Representative Date

Subscribed and sworn to before me this _____ day of _____

Notary Public in and for County of _____ State of _____

My commission expires on _____ Signature _____

Please see signature page (following)



Enter Notary Stamp



Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>National Business Furniture LLC</u>	Date	<u>August 18, 2021</u>
Address	<u>770 S 70th St</u>	City, State Zip	<u>Milwaukee, WI 53214</u>
Contact Person	<u>Joanna Terry</u>	Title	<u>Director of Vertical Markets</u>
Authorized Signature	<u><i>Joanna Terry</i></u>	Title	<u>Director of Vertical Markets</u>
Email	<u>JoannaT@nbf.com</u>	Phone	<u>414-276-8511</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>3/1/2022</u>	Or

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	Required. Signatures Required.
	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
	Price List/Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Financial Health Document(s) – Name of Responding Company	Scanned PDF	Required. Not provided by AEPA, Respondent Created
	Exhibit B – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit C – Warranties, Additional Services – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit D – Additional Discounts – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created



Part F.1 - Catalog Discount for Items in a Commercially Available Catalog

AEPA #022-F Furniture

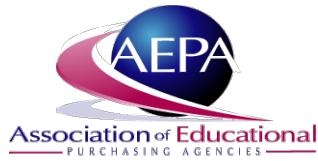
Bidding Company Name: *Enter company name here*

Name of Catalog: *Enter catalog name here*
 (This must be the catalog in effect as of the bid date)

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	All Manufacturers	3%	Net order size \$0 - \$10,000
2	All Manufacturers	5%	Net order size \$10,001 - \$30,000
3	All Manufacturers	10%	Net order size \$30,001 - \$100,000
4	All Manufacturers	Negotiated	Net order size \$100,001+
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Part F.2 – Services Price Schedule

AEPA #022-A Furniture

**Bidding
Company**

National Business Furniture

NOTE: If your company provides any of the services listed below, please complete the price schedule.

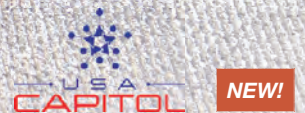
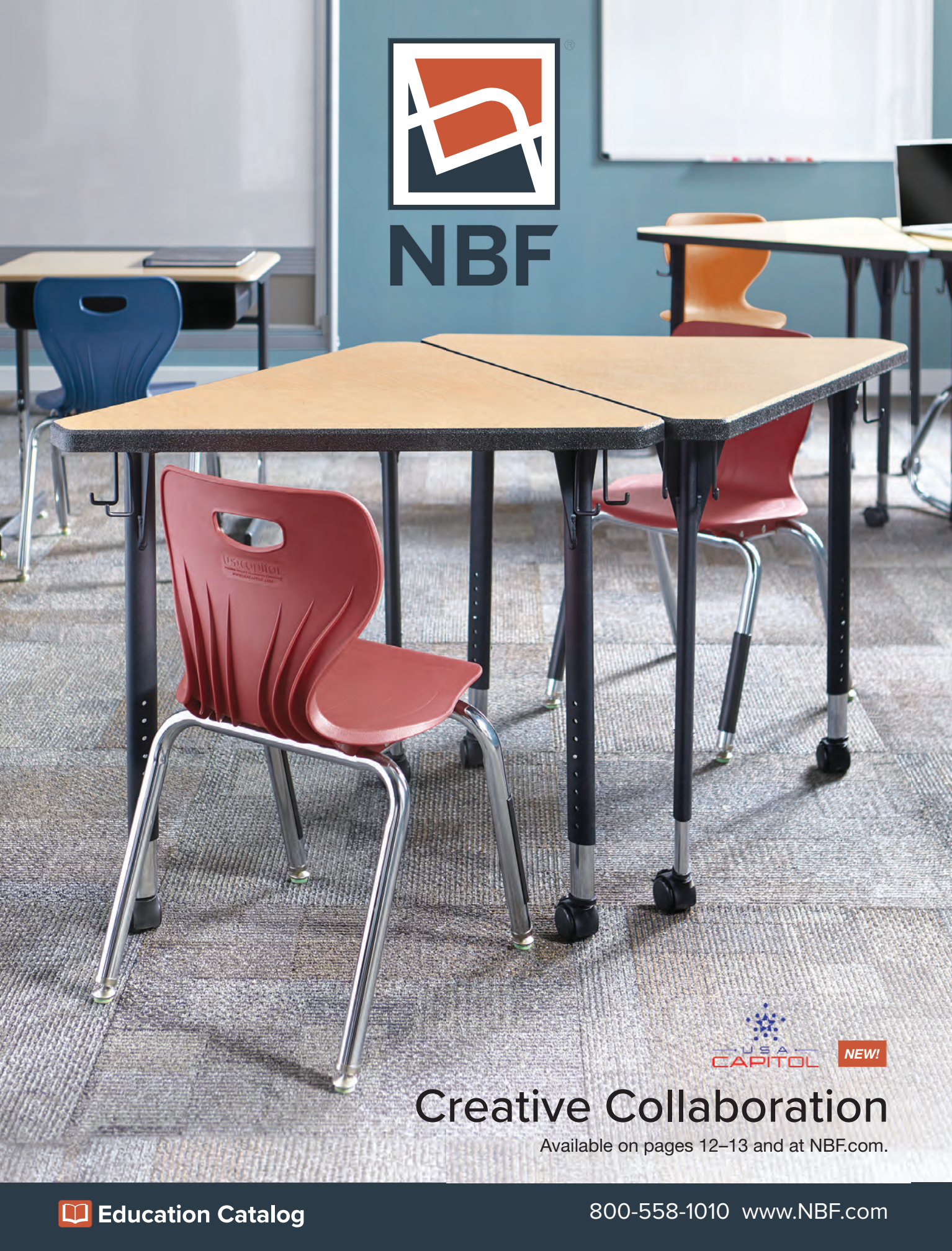
Part F.2 is an OPTIONAL FORM

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		Design Services	\$50/hour	free	n/a	n/a
	Revisions in excess of 2 per design	\$50/hour	\$25/hour	n/a	n/a	N
Installation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Varies by market, project and jobsite conditions	\$25-100/hour	n/a - quoted by job	no	no	Y
Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	n/a					
Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	n/a					

*Please detail additional discounts on large projects.



NBF



Creative Collaboration

Available on pages 12-13 and at NBF.com.



FURNITURE FOR EVERY LEARNING

Creating an engaging learning environment is about more than keeping up with appearances — it's about giving students, teachers, and administrators a safe, inspiring space where they can be comfortable and productive. From the classroom to the cafeteria, the hallways to the principal's office, we'll make it easy to create the perfect atmosphere.

Comprehensive Services

At NBF each of our consultants is supported by a team of specialists who design and provide customer service to ensure your project is executed properly from initial planning to final installation. With a wide array of comprehensive services — from space planning to product selection, and even installation — we'll be there every step of the way.

Lifetime Guarantee

Rest easy knowing all of our products are backed by our lifetime guarantee.

Ships Today Products

Need furniture fast? Our most popular products ship same-day when you order by 3pm.



**NATIONAL BUSINESS
FURNITURE**

Classroom

6 - 31

Flexible Seating

32 - 39

Boards & Tech

40 - 49

Cafeteria

50 - 57

Folding & Training

58 - 69

Administration

70 - 73

Lockers

74 - 75

G ENVIRONMENT

Educational Contracts

We've partnered with several educational cooperatives including the Association of Educational Purchasing Agencies and BuyBoard. To find the participating cooperative in your state, visit www.NBF.com/education-contracts or call us at **800-558-1010** and start saving today!



Contract 018-D



Approved Vendor

Contract 584-19

ORDER & PRODUCT INFORMATION

800-558-1010

M-F: 7:30AM-8:00PM, Sat: 10:00AM-4:00PM (EST)

Shop thousands more products online:

www.NBF.com/school-furniture

All prices and manufacturer's product specifications are subject to change without notice. Please call or visit NBF.com/school-furniture for latest pricing.



WARNING — Some furniture products can expose you to chemicals known to the State of California to cause cancer or birth defects or other reproductive harm. For specific product details, visit NBF.com/school-furniture and search for the item number.



Safe, Healthy Spaces for Students and Staff

Excitement, uneasiness, eagerness, trepidation – ask an English teacher for even more nouns to describe these "back to school" feelings. From state to state, district to district, and school to school, every environment is unique; but there are some practices and concerns that unite us all, many of which have their own well-tailored solutions:



Sanitary, Secure, and Safe

From desktop disinfectants to ample hand sanitizer, keeping the right cleaners well-stocked and at hand is the first step towards a healthy school.



Create Safe Separation

Transparent barriers won't hinder students' line of sight to both teachers and their classmates. Acrylic screens between desks and at the front of the class set clear boundaries in more ways than one.



Follow the Right Path

Thoughtfully plan out hallways, common areas, and exits and, once these rules are established and communicated, use visible wayfinding signage to make these rules easy to follow.



Work with Your Space

No matter how big or small your class is, proper spacing is essential. Consult our experienced sales and design teams to find the right layout and furniture solutions for safe distancing.

View more products on our site

<https://www.nbf.com/return-to-school-essentials>



A \$298

B \$198



AS LOW AS
G \$309



H \$98



KEY NO.	DESCRIPTION	PRICE
A 222842	6½'H Premium Safety Information Banner Stand	\$298
B 222839	30"Wx40"H Wash Hands Snap Frame	198
C 222831	12" Stand Here Floor Decal	12
D 222828	12" Foot Print Floor Decal	12
E 222830	12" Directional Floor Decal (red)	12
F 222827	12" Directional Floor Decal (blue)	12

KEY NO.	DESCRIPTION	WxH	1-9	10-24	25+
G 57544	Acrylic Table Divider w/ Bracket Kit	36"x32"	\$329	\$319	\$309
KEY NO.	DESCRIPTION	WxH	PRICE		
H 223015	Plastic Student Personal Partition - 10pk	12"x18"	98		

GSA CONTRACT Listed in blue



J \$2149



K \$2349



L \$159



M \$179

- J 223029 — PLASTIC PORTABLE SINK 28½"Wx23½"Dx38"H .. \$2149
- K 223032 — STEEL PORTABLE SINK 28½"Wx23½"Dx49½"H \$2349

- L 223056 — SANITIZER STATION 17"Wx24"Dx51"H \$159
- M 223057 — DBL SANITIZER STATION 26"Wx22"Dx56"H \$179

Classroom



\$142^c

ORDERS: 800-558-1010 | www.NBF.com

SEE PAGE 3 FOR



A **\$629**

More colors and sizes available
Search: **Smith Systems** @ NBF.com



A Fresh Take on Student Desking

Sitting or standing, on the move or locked in place, these desks and chairs are ready to roll. Mix and match student desking and seating from Smith Systems' innovative collections to create an engaging and flexible learning environment for everybody to enjoy.

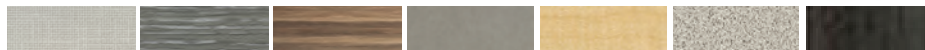
ADJUSTABLE-HEIGHT DESK — Lever-operated adjustment mechanism goes between 26-42" in height, high pressure laminate top, four casters (locking), optional basket sold separately. Assembly required.

SCULPTED-BACK STACK CHAIR — Multiple sitting positions, flexible polypropylene seat with tubular steel legs, 2" swivel casters (non-locking), stacks for easy transport and storage. Fully Assembled.

KEY NO.	DESCRIPTION	WxDxH	PRICE
A 220247	Adjustable-Height Desk	30"x21"x26-42"	\$629
B 92141	Wire Book Basket	15"x18"x4"	38
C 57059	Sculpted-Back Stack Chair	20"x22"x32"	142



Choose Desktop Color:



Classic Linen (shown) Boardwalk Oak Buka Bark Pewter Mesh Fusion Maple Grey Nebula Asian Night

Edge Band Colors:



Cerulean (shown) Orange (shown) Purple (shown) Platinum (shown) Charcoal Apple Navy Persian Black

Choose Chair Color:



Charcoal (shown) Orange (shown) Purple Blueberry Burgundy Apple Navy Persian Black

Active Alternatives to Traditional Seating



Fidget-friendly seating isn't just for early elementary classrooms. Active, rocking seating from the Analogy collection helps create a productive and effective environment in any classroom. Its ergonomically-friendly shape ensures proper posture in any sitting position while different types of curved bases allow for a gentle rocking motion.

FLOOR ROCKER — Polypropylene construction, non-marring pad at base to protect floor. Fully assembled.

ROCKING CHAIR — Polypropylene and tubular steel construction, optional rear bump glides to partially limit motion. Fully assembled.

KEY NO.	DESCRIPTION	WxDxH	PRICE
D 223401	Floor Rocker	16"x22"x19"	\$119
E 223380	Rocking Student Chair	20"x23"x30½"	129

Choose Color:



Graphite (shown) Purple Iris (shown) Apple Red Black



Navy Sky Blue Cobalt Blue Wine



E **\$129**



A \$319^{EA} Ships 2 per carton



Configurable Desks for Any Learning or Teaching Style

Modern design for the functional classroom, these desks were designed for collaboration and feature a book box for storage.

- Solid molded plastic writing surface with tubular steel frame
- Each desk can be manually adjusted in height
- Open front plastic book box

✂ Assembly required; ships two per carton

KEY NO.	DESCRIPTION	WxDxH	PRICE
A 223400	Boomerang Desk	28"x28"x22-34"	\$319
B 223391	Bowfront Desk	31"x18½"x22-32"	309
C 223390	Rectangular Desk	24"x18"x22-32"	279
D 223392	Trapezoid Desk	32"x20"x22-32"	249

View more Top and Frame color options at NBF.com

Choose Book Box Color: (223400 only available in Cobalt Blue)



Cobalt Blue (shown) Wine (shown) Navy Black



E \$129^{EA} Ships 4 per carton

Top Quality Desks Found in Thousands of Classrooms

Great value in a timeless design — adjustable-height legs make it suitable for a variety of ages and grades.

- Laminate writing surface with tubular black steel frame
- Desk height adjusts from 22-30"H
- Open front book box with 4¾" storage depth
- Choose from plastic or metal book box
- Some assembly required; 223404 ships four per carton, 223405 ships two per carton

KEY NO.	DESCRIPTION	WxDxH	PRICE
E 223404	Open-Front Desk (plastic book box)	24"x18"x22-30"	\$129
F 223405	Open-Front Desk (metal book box)	24"x18"x22-30"	139

Choose Top Color: (All Shown)



Medium Oak Gunstock Walnut

G **\$309** EA



H **\$319** EA



The Ultimate Classroom Classic

With hard plastic seats and backs and steel frames, these chair and desk combos will take all the wear and tear your classroom, study hall, or testing center has to offer. Handy steel rack under seat offers ample room for books and other materials.

- Contoured hard plastic seats and backs
 - Chrome finish on frames, legs, and book racks
 - Seats, desktops, and legs are welded to frame with steel brackets at multiple points for strength
 - Continuous steel tubing on back for support
 - Legs are 1½" diameter and have quiet swivel glides
- ✂ Fully assembled; ships two per carton

KEY NO.	DESCRIPTION	WxDxH	PRICE
G 223393	Tablet Arm Chair	20"x31"x30½"	\$309
H 223386	Chair Desk	24"x36"x30"	319

Choose Chair Color:



Navy (shown) Red (shown) Black Blueberry



Forest Green Wine

Comfort Without Compromise

This take on the traditional classroom desk features a chair that's anything but boring. Its polypropylene construction allows for a gentle flexing motion that contours to students' most comfortable position. At the base, its tubular steel legs and frame, along with a high-pressure laminate desktop, provides the utmost durability.

- Polypropylene seat and back, steel legs and frame, high-pressure laminate tabletop, and chrome book rack
 - Snag-free concealed rivets with a built-in hand hold at back
 - Nylon glides compatible with multiple flooring types
- ✂ Fully assembled; ships two per carton

KEY NO.	DESCRIPTION	WxDxH	PRICE
J 223406	Tablet Arm Chair	20"x30"x31"	\$269
K 223388	Chair Desk	24"x38"x33"	279

Choose Chair Color:



Navy (shown) Black (shown) Red Blueberry



J **\$269** EA



K



AS LOW AS
B \$169



AS LOW AS
C \$79 EA



Ships 4
per carton



Classroom Classics

With fixed height, adjustable height, and chair-desk options available, this desk embraces classic classroom design with the added flexibility students need to feel comfortable and secure.

- Cantilever design for double-side access and expanded legroom
 - Large workspace accommodates laptops and books with ease
 - Solid thermoset plastic top and powder-coated steel base
- ✂ Fully assembled

KEY NO.	DESCRIPTION	WxDxH	1-11	12+
A 51614	Chair Desk	26"x37"x32"	\$269	\$259

KEY NO.	DESCRIPTION	WxDxH	1-2	3-5	6+
B 14037	Desk	26"x19"x29"	\$179	\$175	\$169
— 14039	Adjustable-Height Desk	26"x19"x24-30"	198	194	188

Choose Chair Color:



Cayenne
(shown)

Nordic

Surfs Up

Splash

Black

Choose Top Color:



White Nebula
(shown)

Maple
(shown)

Starlight Silver
(shown)

Black

Choose Frame Color:

Comfortable and Durable

Featuring an updated design, these chairs possess the durability and strength necessary in a modern classroom. With a lightweight, gently flexing back, students will feel comfortable, allowing them to focus on their work.

- Available with four-leg or cantilever bases; all stacking
 - Polyurethane back and powder-coated steel base; 300 lb. capacity
 - Back handles and steel swivel glides for easy moving and stacking
- ✂ Fully assembled

KEY NO.	DESCRIPTION	WxDxH	4-12	16-36	40+
— 222168	13" Stack Chair	14"x15"x23"	\$69	\$65	\$59
— 51608	15" Stack Chair	17"x17"x26½"	79	75	69
C 51609	18" Stack Chair	20"x20"x32"	89	85	79
— 57064	13" Sled Base Stack Chair	15"x14"x23"	69	65	59
— 57065	15" Sled Base Stack Chair	17"x16"x26½"	79	75	69
D 51013	18" Sled Base Stack Chair	20"x19½"x32"	89	85	79

Choose Chair Color:



Cayenne
(shown)

Nordic
(shown)

Surfs Up

Splash

Black

Choose Frame Color:



Starlight Silver
(shown)

Black

Simple and Stacking

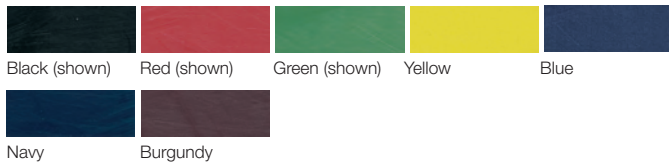
Add a splash of color to early childhood classrooms with classic stacking chairs in exciting colors. Durable polypropylene and steel construction ensures student safety and guarantees years of reliable use.

- Stacks up to six chairs high
 - Polypropylene seat and back; steel frame
 - Nylon swivel glides at base for easy, non-marring movement
- ✓ Fully assembled

KEY NO.	DESCRIPTION	WxDxH	1-23	24-71	72-95	96+
E 51635	14" Stack Chair	17"x15½"x26"	\$42	\$41	\$40	\$39
F 51636	16" Stack Chair	17½"x17"x28"	45	44	43	42
G 51637	18" Stack Chair	20"x21"x31½"	48	47	46	45

Item # 51637 not available in Red, Green, or Yellow.

Choose Color:



AS LOW AS
E **\$39**



Stand and Create

Ideal for innovative classrooms, this simple stacking desk adjusts in height to encourage a healthy posture that helps students focus while they work. A whiteboard surface and front panel encourages creativity and innovation while studying any subject.

- Laminate whiteboard top and panel; steel frame; PVC edging
 - Adjustable at 1" intervals from 33" to 42" high
 - Nickel-plated nylon swivel glides at base for easy, non-marring movement
- ✓ Simple assembly; attach legs

KEY NO.	DESCRIPTION	WxDxH	1-23	24-47	48+
— 220067	Adjustable-Height Desk	30"x20"x33-42"	\$319	\$298	\$289
— 220069	Adjustable-Height Desk	36"x20"x33-42"	349	339	329
H 220071	Adjustable-Height Desk	30"x24"x33-42"	349	339	329
J 220072	Adjustable-Height Desk	36"x24"x33-42"	389	379	369

Choose Edge/Frame Color:



AS LOW AS
J **\$369**



Practical and Convenient

These durable desks are a mainstay of middle and high school classrooms everywhere - and for good reason. Simply designed with a steel frame and laminate top, this desk features an open storage cubby that keeps students' books and supplies neatly organized.

- Laminate tabletop with black lacquer edging; steel frame
 - Open storage cubby for books and supplies
 - Adjusts from 22" to 31" high; nylon swivel glides at base
- ✓ Assembly required

KEY NO.	DESCRIPTION	WxDxH	1-23	24-47	48+
K 10313	Adjustable-Height Desk	24"x18"x22-31"	\$109	\$98	\$89

AS LOW AS
K **\$89**





G \$279

B \$319

A \$329



C
Easy height adjustment mechanism

E \$269

F



Easy, Intuitive Collaboration

Working together is easier than ever with Interlox tables. Available with casters, they can be moved together and reconfigured with ease. You can also raise or lower these tables to meet the needs of students of all sizes and statures.

- Laminate tabletop; metal legs with soft casters
- ✦ Partial assembly required

KEY NO.	DESCRIPTION	WxDxH	PRICE
A 223085	29½"W Triangle Table Desk	29½"x34"x29½"	\$329
B 223084	38½"W Triangle Table Desk	38½"x21½"x29½"	319
C 223083	Curved Edge Table Desk	30"x28"x29½"	389
D 223082	Waved Edge Table Desk	36"x24"x29½"	369

Choose Color:



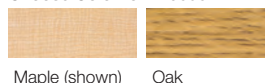
Delightful Desking

Taking the traditional student desking to its limits, these desks are perfect for both flexible and traditional settings alike. Push-button height-adjustment makes it easy to create the perfect fit for every student and intuitive, ergonomic shapes allow for comfort and focus during the school day.

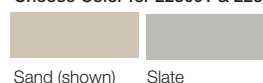
- Solid hard plastic top; 16-gauge tubular metal legs with a textured Black powdercoated finish
- Push-button height-adjustment mechanism
- ✦ Partial assembly required

KEY NO.	DESCRIPTION	WxDxH	PRICE
E 223090	Trapezoid Desk	33"x20"x22-33"	\$269
F 223091	Curved Desk	25"x30"x30-44"	319
G 223087	Desk w/ Book Box	36"x19"x22-30"	279

Choose Color for 223090:



Choose Color for 223091 & 223087:





Simple and Sturdy Student Desks

This classic, all-in-one desk can be accessed from either side, making it a flexible fit for every student. With a solid thermoset plastic top, steel sled-style base, and comfortable one-piece shell seat, this is a desk with lasting power and a familiar staple of the traditional classroom.

- Thermoset plastic top, chrome-plated steel base, and injection-molded black poly chair
 - Designed for easy in and out on either side
- ✂ Fully assembled

KEY NO.	DESCRIPTION	WxDxH	PRICE
H 223104	15" H Chair/Desk Combo	40"x24"x32"	\$239
— 223105	17" H Chair/Desk Combo	40"x24"x32"	249
— 223106	19" H Chair/Desk Combo	40"x24"x32"	259

Choose Color:



Sand (shown) Slate

H \$239



An Ergonomic Seat for Everybody

The multiple iterations of the Euroflex seat ensure that there's a perfect fit for every student. With a four-way sitting capability, the rocking, floor-level, and standard models provide valuable choices while designing modern and traditional classrooms alike.

- High-impact polypropylene seat with a 13-gauge steel base
 - Stacking design on four-leg and rocking chairs
- ✂ Fully assembled

KEY NO.	DESCRIPTION	WxDxH	1-23	24-71	72-95	96+
— 223114	10" Stack Chair	17"x17"x23"	\$85	\$84	\$83	\$82
— 223115	12" Stack Chair	17"x15"x25"	85	84	83	82
— 223116	14" Stack Chair	17"x17"x27"	85	84	83	82
J 223117	16" Stack Chair	17"x18"x29"	89	88	87	86
K 223118	18" Stack Chair	19"x20"x36"	89	88	87	86
L 223108	16" Rocking Chair	26"x20"x29"	179	178	177	176
M 223109	18" Rocking Chair	21"x28"x32"	179	178	177	176
N 223113	Floor Chair	19"x20"x23"	89	88	87	86



Choose Color:



Navy (shown) Sky (shown) Cardinal (shown) Burt Orange (shown) Black (shown)



Peacock Turquoise Wine Graphite Hunter



A

C \$65



Inventive shapes can be seamlessly arranged into collaborative groupings of different sizes.

A \$289



B \$98



Imaginative and Innovative Student Workstations

Make the most of your modern classroom with student desking that's designed to foster collaboration. The Hierarchy collection features desks in new, inventive shapes that can be combined into pods of varying sizes or separated for independent worktime. Low-glare whiteboard tabletops provide a zero-ghosting, durable dry erase surface that's great for working through complex lessons with ease.

Pair Hierarchy desks with chairs from the same collection.

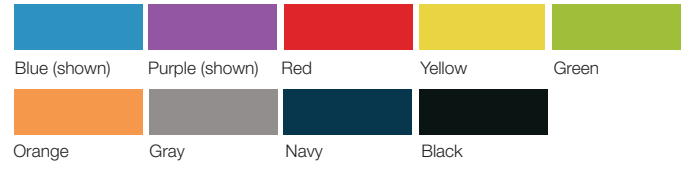
WHITEBOARD DESK — Desktops feature a porcelain whiteboard finish over a magnetic steel core. Powdercoated steel legs adjust from 22–32" high with non-marring glides at base. Desks are designed to fit together in three to five-desk pods. Assembly required.

STACK CHAIRS — Chairs feature a plastic seat and back with a steel base in either a four-leg or cantilever design with nylon glides at base. Stack for easy storage; hand grab at back for easy movement. Fully assembled.

KEY	NO.	DESCRIPTION	WxDxH	PRICE
A	222205	Whiteboard Desk	30"x28"x22-32"	\$289
B	51715	14" Cantilever Stack Chair	15"x15"x26"	98
—	51716	16" Cantilever Stack Chair	19"x18½"x31½"	109
—	51717	18" Cantilever Stack Chair	19"x19"x33½"	129
C	51712	14" Stack Chair	17"x17½"x25½"	65
—	51713	16" Stack Chair	18½"x20½"x32"	75
—	51714	18" Stack Chair	19"x22"x33½"	85

Choose Chair Color:

GSA CONTRACT Listed in blue





AS LOW AS
D \$195

All desks shown with optional casters - Item #92102.



Collaborative Classroom Configurations

Modernize your classroom with intriguing trapezoid-shaped tables and sturdy chairs that can create endless classroom configurations. Arrange the tables in a highly-collaborative, circular layout to foster communication and interaction between students or pull them apart for an independent setup.

STUDENT DESKS — Desks are available with floor glides or casters; laminate tabletop; Platinum steel cantilever base. Adjustable-Height Desk sold with glides. Optional casters and book box sold separately, see NBF.com. Assembly required.

STACK CHAIRS — Chair has a polypropylene seat; tubular steel base with floor glides; stacks six high. Back of chair gently flexes and features a unique kneespace design that accommodates multiple sitting positions. Fully assembled.

KEY NO.	DESCRIPTION	WxDxH	1-14	15-34	35-59	60+
D 220330	Adjustable-Height Desk	35"x22"x19-31"	\$219	\$209	\$199	\$195
— 220331	Fixed Height Desk w/ Glides	35"x22"x29½"	219	209	199	195
— 220332	Fixed Height Desk w/ Casters	35"x22"x29½"	269	259	249	245
— 51109	12" Stack Chair	15"x54"x22"	69	65	59	55
— 51123	14" Stack Chair	17"x54"x26"	75	69	65	59
— 51231	16" Stack Chair	18"x54"x20"	79	75	69	65
E 51232	18" Stack Chair	20½"x54"x31"	85	79	75	69

Choose Top Color:



Highrise (shown) Palisades Oak (shown) Boardwalk Oak (shown)

Choose Edge/Chair Color:



Persian Blue (shown) Platinum (shown) Red (shown) Orange Black



Shown with optional book box ITEM #223598



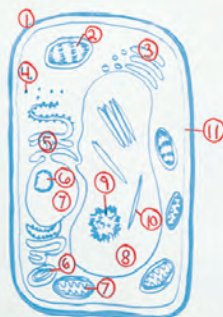
AS LOW AS
E \$69

Create Engaging Collaborative Classrooms

FIELD TRIP
THIS SATURDAY!
EXTRA CREDIT

- ① CELL WALL
- ② CHLOROPLAST
- ③ GOLGI APPARATUS
- ④ RIBOSOME
- ⑤ ENDOPLASMIC RETICULUM
- ⑥ NUCLEOLUS
- ⑦ NUCLEUS
- ⑧ LARGE CENTRAL VACUOLE
- ⑨ DRUSE CRYSTAL
- ⑩ RAPHIDE CRYSTAL
- ⑪ CELL MEMBRANE

NAME THE PARTS



NAME THE DIFFERENCE(S)
BETWEEN PLANT CELLS AND
ANIMAL CELLS...

1. PLANT CELLS HAVE
CHLOROPLASTS.
2. PLANT CELLS HAVE
CELL WALLS.

NEX
UNIT
SECTIO



B



AS LOW AS
A **\$249**



The unique shape of these desks allows for incredible classroom flexibility. Use alone, or in a range of configurations for individual or cooperative learning. They're great for left- or right-handed students and height adjustable, making them a perfect fit for multiple grade levels.

- Scratch resistant high-pressure laminate over solid-core top with black edge banding
- Powdercoated steel legs are height-adjustable with pin lock; nylon leveling glides
- Meets Greenguard® certified indoor air quality standards

✂ Assembly required; simply attach legs to top

SHAPES, CHEVRON AND QUAD DESKS — 1¼" thick top over 14-gauge steel legs with patented snap-in leg design. Optional storage hooks available.

SHAPES DESK W/ THIN LEGS — Economical style has ¾" thick top and tapered legs. Optional wire book box available in Black or Chrome.

KEY NO.	DESCRIPTION	WxDxH	1-24	25-49	50-99	100+
A 41681	Shapes Desk	30"x28"x22-32"	\$279	\$269	\$259	\$249
— 41682	Shapes Desk	35"x33"x22-32"	319	309	298	289
B 14647	Shapes Desk w/Thin Legs	29"x27"x22-29"	155	149	145	139
C 46392	Small Chevron Desk	31"x25"x22-32"	279	269	259	249
— 46393	Large Chevron Desk	37"x30"x22-32"	319	309	298	289
D 46394	Small Quad Desk	42"x33"x22-32"	369	359	349	339
E 92196	Book Box	15"x14"x4"	29.95	—	—	—

Desktop Colors:



Gray Nebula (shown) Fusion Maple (shown) Amber Cherry (shown) Castle Oak Graphite Nebula Nepal Teak



*14647 only available in Fusion Maple and Gray Nebula

Edge Band/Leg Colors:



Platinum/Platinum (shown) Black/Platinum (shown) Black/Black

GSA CONTRACT Listed in blue

AS LOW AS
B **\$139**



The optional book box, in black or chrome, adds convenient storage space.

AS LOW AS
C **\$249**




AS LOW AS
D **\$339**





B \$309 

C 



A \$279 



Collaborate in Color

These modular desks promote active learning environments. Modern laminate or whiteboard tops paired with colorful edge banding keep students engaged.

- Scratch resistant high-pressure laminate or whiteboard over solid-core top
- Powder coated steel legs are height adjustable with pin lock; nylon leveling glides
- Meets Greenguard® certified indoor air quality standards
- ✦ Assembly required; simply attach legs to top

KEY NO.	DESCRIPTION	WxDxH	PRICE
A 16210	Shapes Desk (laminate top)	30"x28"x22-32"	\$279
— 16212	Shapes Desk (laminate top)	35"x33"x22-32"	329
B 16211	Shapes Desk (whiteboard top)	30"x28"x22-32"	309
— 16213	Shapes Desk (whiteboard top)	35"x33"x22-32"	339

CHAIR — Flex action plastic back stimulates focus and motivation. Chrome coated steel base provides durability. Overall: 19"Wx22"Dx34"H. Seat: 18"H. Chairs ship 5 per carton.

C 51714 **\$85 EA**

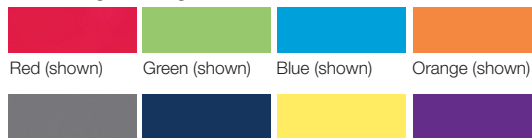
GSA CONTRACT Listed in blue

Choose Laminate Top Color:



Asian Night (shown) Gray Elm (shown) Low Line

Choose Edge Banding/Chair color:



Red (shown) Green (shown) Blue (shown) Orange (shown)

Gray Navy Yellow Purple

AS LOW AS
D **\$239**



AS LOW AS
E **\$249**



Diamond Configurations



Wing Configurations



Work Together, Learn Together

Students who collaborate on projects develop better critical-thinking skills, learn faster and retain knowledge longer. These wing and diamond shaped desks can help by creating configuration options for every activity. They're great used alone, too, for focused learning and test taking.

- High-pressure laminate over 1¼" 45 lb. density particleboard
- 16-gauge ellipse-shaped legs adjust 22–34" without book box; 21½" to 31½" with book box
- 1" adjustable leveling glides with locking stop

✂ Assembly required

KEY NO.	DESCRIPTION	WxDxH	1–14	15–34	35–59	60+
– 13735	Diamond Desk	34"x30"x22–34"	\$179	175	\$169	165
– 13736	Diamond Desk w/ Book Box	34"x30"x22–32"	279	269	259	249
– 13737	Mini Diamond Desk	31"x27"x22–32"	169	165	159	155
D 13738	Mini Diamond Desk w/ Book Box	31"x27"x22–32"	269	259	249	239
– 13739	Two-Student Diamond Desk	60"x30"x22–34"	289	279	269	259
– 10310	Wing Desk	30"x30"x22–34"	179	175	169	165
E 10311	Wing Desk w/ Book Box	30"x30"x22–32"	279	269	259	249

5 Benefits of the COLLABORATIVE CLASSROOM

- 1 Develops higher level thinking skills
- 2 Promotes student-faculty interaction and familiarity
- 3 Increases student retention
- 4 Builds self esteem in students
- 5 Enhances student satisfaction with the learning experience

Top/Edge Colors: Wild Cherry/Black has Black legs as shown on opposite page, all others are Platinum.





B

A

Simple, Space-Saving Stacking Desk

MERGE COLLECTION

This lightweight desk gives you heavyweight benefits. Outfit flexible learning environments with compact desks that can be easily moved and stacked, creating workspace that can be configured in an instant.

- Polypropylene top and modesty panel on Chrome finish steel frame
- Pull-out backpack hook and pencil holder
- Stacks 6 high on floor
- ✂ Fully assembled

STACKING DESK — Overall: 27"Wx22"Dx28"H.

A 220249 \$89

SHIPS TODAY!

GSA CONTRACT Listed in blue

Choose Color:



White (shown) Grey (shown)

ZEUS COLLECTION

Maximize your storage space with chairs that stack and move easily, featuring built-in hand holds.

- Black, Gray or Navy polypropylene seat and back
- Steel frame with Chrome finish has protective glides
- Stacks 10 high on floor; 38 high on dolly
- ✂ Fully assembled

STACKING CHAIR — Overall: 19"Wx21"Dx31½"H. Seat: 18"Wx18"Dx18"H.

B 220245 (4-16) \$89; (20-40) \$83; (44+) \$79

SHIPS TODAY!

GSA CONTRACT Listed in blue

Choose Color:



Grey (shown) Navy (shown) Black



Integrated Study Seating

LESSON COLLECTION

Tablet arm chairs give you more configuration options than tables and chairs for classroom training, study groups, or solo work. Stow books or other items on the large under-seat tray and enjoy full mobility on rolling casters.

- Tablet is reversible; flips back and out of way; tablet arm features convenient cup holder
- Polyurethane seat cushion; plastic back, tablet and under-seat tray
- Steel frame has powdercoat finish and hard floor casters
- ✂ Assembly required

SWIVEL TABLET-ARM CHAIR — Overall: 29½"Wx19½"Dx35"H. Seat: 18"Wx18"Dx18"H.

C 220257 \$269

SHIPS TODAY!

Choose Color:



Black/Black (shown) White/Storm (shown) White/Ocean (shown)



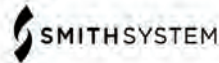
A **\$769**



AS LOW AS
D **\$249**



AS LOW AS
E **\$339**



Mix Up Your Collaborative Spaces

Customize the perfect table by mixing and matching shapes, surfaces, edge and caster colors. Find more fun shapes and sizes online.

- High-pressure laminate
- 14-gauge steel charcoal legs with 3" locking casters
- ✂ Assembly required; attach legs and casters

KEY NO.	DESCRIPTION	WxDxH	PRICE
A 47169	6-Star Table	60"Dia.x30"	\$769
— 47167	5-Star Table	48"Dia.x30"	529
— 47168	5-Star Table	60"Dia.x30"	659
B 47171	Trapezoid Table	60"x30"x30"	389
C 47170	Yin Yang Table	54"x64"x30"	559
— 47174	Rectangular Table	48"x30"x30"	319
— 47172	Rectangular Table	60"x30"x30"	389
— 47173	Rectangular Table	72"x30"x30"	398

Other shapes and sizes available at NBF.com

Choose Table Top Color:



Choose Edge and Caster Colors:



Activity Tables For Any Classroom

Find your perfect match with heavy-duty tables that suit any activity and every décor. Choose from seven colors, and 16 shapes and sizes to compliment any room.

- High-pressure laminate is stain and burn resistant with smooth vinyl edge
- 14-gauge steel legs adjust height 19–29"
- Welded under-frame plate prevents warping
- Steel-capped leveling glides

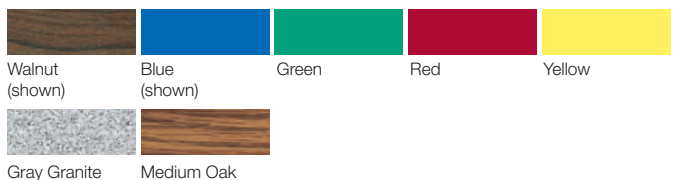
✂ Assembly required; attach legs to quick-mount brackets. Wrench included

KEY NO.	DESCRIPTION	WxD	1	2-3	4-9	10+
— 46310	Rectangular Table	48"x24"	189	\$179	\$175	\$169
— 46311	Rectangular Table	60"x24"	279	239	229	219
— 46312	Rectangular Table	48"x30"	249	209	198	189
— 46313	Rectangular Table	60"x30"	279	239	229	219
D 46314	Rectangular Table	72"x30"	298	259	255	249
— 46315	Rectangular Table	72"x36"	329	289	285	279
E 46300	Kidney-Shaped Table	72"x48"	395	359	349	339

Other shapes and sizes available at NBF.com

GSA CONTRACT Listed in blue

Choose Laminate Color:



AS LOW AS
\$239^F



Teach, Create and Engage

Whether verbal or visual thinkers, engage every student with dry-erase tables. These fun and educational tables promote creativity, peer cooperation and mind-body participation.

- Dry-erase tabletop is high-pressure laminate over 1 1/8" thick particleboard; soft vinyl edges
- 1 1/4" heavy gauge steel tube legs with 1/4" wire braces, 13-gauge mounting plate and nylon swivel glides
- ✂ Assembly required; simply attach legs to pre-installed plate on tabletop underside

KEY NO.	DESCRIPTION	WxDxH	1	2+
— 46325	Rectangular Table	60"x30"x15-30"	\$249	\$219
— 46326	Rectangular Table	36"x24"x15-30"	149	139
— 46327	Rectangular Table	48"x24"x15-30"	169	159
— 46328	Rectangular Table	60"x24"x15-30"	219	189
F 46329	Rectangular Table	72"x30"x15-30"	269	239
— 46330	Rectangular Table	72"x36"x15-30"	339	319
— 46365	Round Table	36"Dia.x15-30"	179	159
— 46366	Round Table	48"Dia.x15-30"	249	219
— 46324	Kidney-Shaped Table	72"x48"x15-30"	369	359



Active participation helps kids learn, create and work together.

Foster Student Engagement with Colorful Dry-Erase Tables

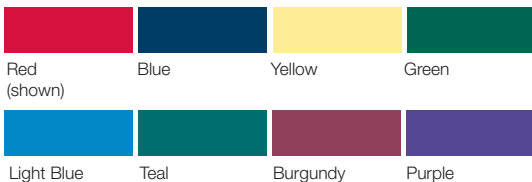
Students are more eager to engage and interact when using hands-on dry erase tables. Eight colors and two height ranges let you pick the perfect table for your needs.

- 1 1/8" thick particleboard with white stain resistant high-pressure laminate and safe vinyl edging
- Height-adjustable painted legs match table edging; chrome lower leg and swivel glides
- ✂ Assembly required; attach legs to top

KEY NO.	DESCRIPTION	WxDxH	1	2-5	6+
G 46496	Kidney-Shaped Table	72"x36"x16-25"	\$319	\$289	\$279
— 46497	Kidney-Shaped Table	72"x48"x16-25"	369	339	319
— 46507	Kidney-Shaped Table	72"x36"x21-30"	319	289	279
— 46508	Kidney-Shaped Table	72"x48"x21-30"	369	339	319

Other shapes and sizes available at NBF.com

Table Edge and Leg Colors



AS LOW AS
G \$279



AS LOW AS
A \$85



B



C



D



SUGGESTED
Seat Sizing

- Pre-K and Under: 12"H Seat
- 1st Grade: 14"H Seat
- 2nd to 4th Grade: 16"H Seat
- 5th Grade to Adult: 18"H Seat



**Durable, Molded Chairs —
Over 50 Million Sold**

These classic stack chairs blend contemporary design with durable materials and offer students comfortable, efficient work areas. Molded of high-density polyethylene, this heavy-duty chair provides years of use.

Tablet arm chair with attached book rack provide a level writing surface and handy storage. Medium Oak tablet surface and Chrome frame.

- Tubular steel frame wraps around backrest for added support
- Reinforcement slots in back provide additional strength and comfort

✓ Fully assembled

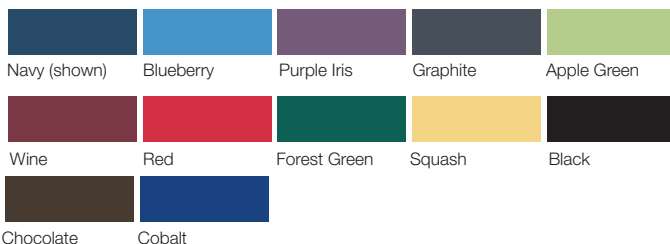
STACK CHAIRS — Gently curved lumbar support with waterfall front to promote continued circulation. Chairs stacked up to 12 high for convenient storage.

KEY NO.	DESCRIPTION	WxDxH	1-16	17-40	41+
A 223381	12" Stack Chair	15½"x16"x23"	\$95	\$89	\$85
B 223382	14" Stack Chair	15½"x17"x24½"	89	85	81
C 223383	16" Stack Chair	18½"x20½"x28"	109	105	99
D 223384	18" Stack Chair	19½"x22"x31"	119	115	109

TABLET ARM CHAIR — Features full-length support for right arm only. Nylon base swivel glides move easily across floor surface.

KEY NO.	DESCRIPTION	WxDxH	PRICE
E 223387	Tablet Arm Chair	23"x33½"x29"	\$249

Choose Chair Color:



E \$249



J \$289



G \$219

AS LOW AS
D \$109



Adjustable Height Tables to Reinforce Creativity

Create a productive and fun learning environment with kid-friendly tables that grow with them. Adjust the tabletop from 17" to 25" high to accommodate different grade levels and student statures.

- High pressure laminate tabletop with colorful edging
 - Steel legs attach with quick-mount brackets; glides at base
- ✂ Assembly required

KEY	NO.	DESCRIPTION	WxDxH	PRICE
F	223395	48"W Activity Table	48"x24"x17-25"	\$209
G	223396	48"W Activity Table	48"x30"x17-25"	219
H	223398	60"W Activity Table	60"x30"x17-25"	259
J	223399	72"W Activity Table	72"x30"x17-25"	289

Choose Top Color:



Gray Nebula (shown)

Fusion Maple

Silver Mist (shown)

Char Black

Choose Edge Band Color:



Purple (shown)

Red (shown)

Navy (shown)

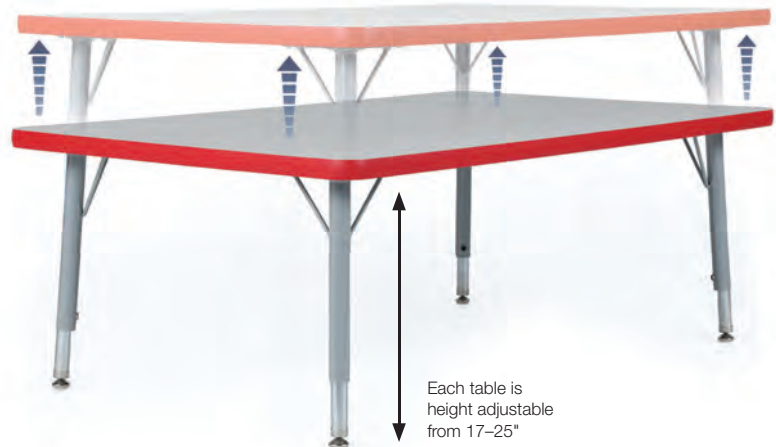
Squash



Blueberry

Apple Green

Forest Green



Each table is height adjustable from 17-25"



SCIENCE



TECHNOLOGY



ENGINEERING



ART



MATH

E \$169

D \$1149

(shown with optional
pegboards and shelf)

C \$879

(shown with optional
pegboards and shelf)

View more products on our site
<https://www.nbf.com/makerspace>

What is STE(A)M, STEM, and Makerspace?

STEM stands for Science, Technology, Engineering, and Math; add an A for Arts and you have one of the most innovative ways to approach K-12 education. STE(A)M classrooms and makerspaces are designed to foster students' interests and require new and exciting furniture to facilitate these lessons.

More to Explore

With more hands-on technology and moving parts, built-in and standalone storage is key. Make sure that students and teachers have dedicated spaces to keep the classroom tidy before, after, and throughout the school day.

Tech-Ready Features

An emphasis on technology naturally lends itself to a future-forward learning environment. Built-in power solutions and customized storage for tech makes it easy to navigate the T in STE(A)M.

Design and Planning Services

Accommodating emerging trends in modern classrooms can be difficult. Our skilled sales team and in-house designers are here to help you find the perfect layout and best furniture for your students' success.

Student Desk Solutions For Modern Makerspaces

Encourage creativity and increase mobility with tables and seating made for kids on the move. The tables feature a unique splayed leg design outfitted with locking casters at the base and either a durable laminate whiteboard or solid wood butcher block tabletop. Sitting at just the right height, the stools are a perfect pairing, allowing for flexible movement from the molded polypropylene seat on durable steel legs.

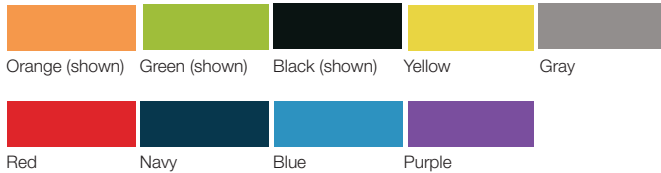
- Tables are available with laminate whiteboard tabletops or solid wood butcher block
- Pegboard sides sold separately, see nbf.com for details
- Storage shelf sold separately for 36"W and 72"W tables, see nbf.com for details
- Stools have a polypropylene seat and back, chrome-plated steel legs and footrest

✂ Assembly required on tables

KEY NO.	DESCRIPTION	WxDxH	PRICE
A 223258	60"W Marker Table	60"x30"x36"	\$549
B 223267	36"W Butcher Block Table	36"x36"x36½"	895
C 223287	36"W Butcher Block Table	36"x36"x42½"	879
D 223286	72"W Butcher Block Table	72"x36"x42½"	1149
E 222103	30" High-Back Stool	20½"x22"x46"	169

More sizes available at NBF.com

Choose Chair/Edge Band/Pegboard Color:



Store More, Do More

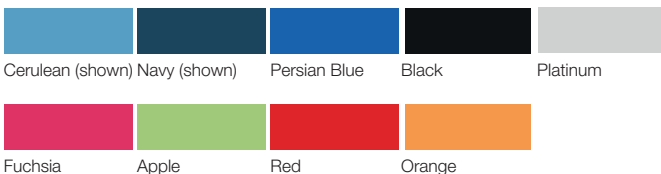
Take classroom storage to the next level with organizational pieces that meet the needs of a STE(A)M classroom or makerspace. Mobile casters, removable bins, and attached whiteboards are just a few of the features in this collection of storage. Some assembly required; attach casters.

MOBILE WHITEBOARD W/ STORAGE BINS: A-frame magnetic whiteboard top with spiral detail, steel storage cabinet below with 270-degree articulating doors (both locking), ten 3" plastic totes, 4" casters (two locking).

MOBILE STORAGE TOWER: Four open shelves, 18-gauge steel construction, 5" casters (two locking), two wire management grommets.

KEY NO.	DESCRIPTION	WxDxH	PRICE
F 37413	Mobile Whiteboard w/ Storage	29"x19"x71"	\$1195
G 37417	Mobile Storage Tower	43"x19"x61½"	939

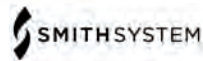
Choose Color:





^C **\$1098**

\$111
ITEM #51800



Tables That Stand Up to the Demands of Your Makerspace

Cultivate your class's creativity to experiment, design, and create with durable mobile tables. The industrial style features colorful legs and laminate or butcher block tops.

- High-pressure laminate tops are 1.25" thick with 3mm edge
 - Butcher block tops are 1.75" thick with UV finish
 - 14-gauge steel legs with 4" locking casters
- ✂ Assembly required

KEY NO.	DESCRIPTION	WxDxH	PRICE
— 47131	Studio Table	48"x36"x29"	\$739
A 47130	Studio Table	48"x36"x40"	779
B 47125	Studio Table	48"x48"x29"	879
— 47124	Studio Table	48"x48"x40"	898
— 47129	Studio Table	60"x36"x29"	779
— 47128	Studio Table	60"x36"x40"	798
— 47123	Studio Table	60"x48"x29"	969
— 47122	Studio Table	60"x48"x40"	998
— 47127	Studio Table	72"x36"x29"	849
— 47126	Studio Table	72"x36"x40"	895
— 47121	Studio Table	72"x48"x29"	1049
C 47120	Studio Table	72"x48"x40"	1098
D 47119	Butcher Block Studio Table	72"x36"x29"	1295
— 47118	Butcher Block Studio Table	72"x36"x36"	1289
— 47117	Butcher Block Studio Table	72"x36"x40"	1295

Other shapes and sizes available at NBF.com



D \$1295



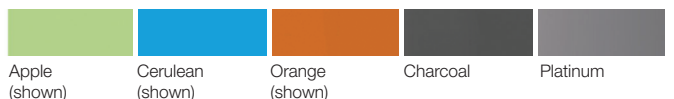
\$139
ITEM #86532

Choose Surface: (All Shown)



Butcher Block Mission Maple Laminate Pewter Mesh Laminate

Choose Leg Color:



Apple (shown) Cerulean (shown) Orange (shown) Charcoal Platinum



KI

E

F

\$149

Innovative Designs for Engaged Students

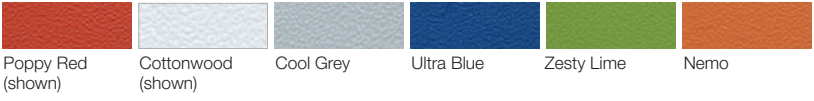
Modern classrooms benefit from modern design choices. From chairs to desks and work tables to storage cabinets, this collection reinvents the look and feel of classroom necessities for an inventive take on everything that students need to flourish and focus.

The *Ruckus* chair's clever triangular shape and curved back gives students the opportunity to sit in a variety of positions, promoting postures that alleviate fidgeting while providing comfort. Choose from stationary or mobile bases to best suit your classroom's unique needs.

- Expressive, modern color options for chairs and worksurfaces
- Laminate, steel, and fiberglass-reinforced polypropylene construction
- Height-adjustable and fixed options available on desks
- Fully assembled; base must be attached to the storage table's tabletop

KEY NO.	DESCRIPTION	WxDxH	PRICE
E 16042	Desk	30"x20"x29"	\$329
— 16506	Adjustable-Height Desk	30"x20"x23½–37½"	429
— 57287	Chair	28"x29"x29½"	139
F 57294	Mobile Chair	23"x23"x39½"	149
— 57289	Mobile Chair w/ foot ring (carpet)	23"x23"x39½"	198
G 57290	Mobile Chair w/ foot ring (floor)	23"x23"x39½"	198
H 46887	Storage Table	56"x48"x36"	1795

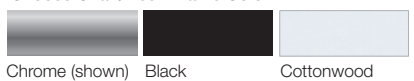
Choose Chair Color:



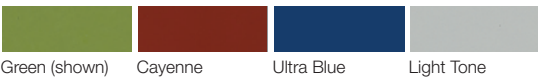
Choose Desk Top Color:



Choose Chair/Desk Frame Color:



Choose Table Base:



E

G \$198



H



\$679

92172 — WORKBENCH SET
Includes: (1) 41559, (1) 92017,
(1) 91755 and (1) 91757



A \$299



AS LOW AS
G \$3195

tensco
Storage Made Easy

Steel or Wood, It's All Good

Non-conductive wood or liquid-impervious steel — choose the best work surface for your needs. Add a drawer, riser or lower shelf for additional storage and versatility.

- Choose all-steel or butcher block top on a steel frame with durable powdercoat finish
 - Welded 13-gauge steel legs adjust 29½–37"H
 - Supports 150 lbs. per sq. ft.; 4,000 lbs. overall
 - Optional power outlet available, call for details
- ✂ Assembly required

KEY NO.	DESCRIPTION	WxDxH	PRICE
— 41552	Steel Top	60"x30"x29½–37"	\$279
— 41553	Steel Top	60"x36"x29½–37"	319
A 41554	Steel Top	72"x30"x29½–37"	299
— 41555	Steel Top	72"x36"x29½–37"	319
— 41556	Butcher Block Top	60"x30"x29½–37"	459
— 41557	Butcher Block Top	60"x36"x29½–37"	489
— 41558	Butcher Block Top	72"x30"x29½–37"	499
B 41559	Butcher Block Top	72"x36"x29½–37"	579
C 92017	— LOCKING DRAWER 15"WX18"DX8"H.....		\$79
D 91755	— RISER 72"WX10½"DX12"H.....		\$59
E 91757	— LOWER SHELF 72"WX14"DX2"H.....		\$59

GSA CONTRACT Listed in blue



Rugged Workbenches with Plenty of Storage

These heavy-duty wood-top workbenches stand up to constant use and provide plenty of storage space. Choose from open shelf base or locker base storage options.

- 2¼" thick solid maple top and frame, open shelf workbench has maple plywood shelf
 - Locker base workbench has 12 welded steel lockers with spring-loaded vented door and padlock hasp; choose black or gray
- ✂ Assembly required

KEY NO.	DESCRIPTION	WxDxH	VICES	1	2-4	5+
OPEN SHELF BASE						
F 92173	2-Person	64"x28"x31"	0	\$1295	\$1249	\$1195
— 92174	2-Person	64"x28"x31"	1	1595	1549	1495
— 92175	2-Person	64"x28"x31"	2	1895	1849	1795
— 92176	4-Person	64"x54"x31"	0	2095	2049	1995
— 92177	4-Person	64"x54"x31"	2	2495	2449	2395
— 92178	4-Person	64"x54"x31"	4	3295	3249	3195
LOCKER BASE						
G 92179	Gray Lockers	64"x54"x33"	0	\$3295	\$3249	\$3195
— 92181	Gray Lockers	64"x54"x33"	4	4549	4495	4449
— 92180	Black Lockers	64"x54"x33"	0	3295	3249	3195
— 92182	Black Lockers	64"x54"x33"	4	4549	4495	4449



Put Tools at Students' Fingertips with Imprinted Whiteboard Tables

Imprinted tables allow students to collaborate and record data straight to a dry-erase whiteboard surface. Laminate tabletops with Chemguard or epoxy resin can be ordered online. Equipped with a compass, meter stick, yard stick, circular graph, and data recording graph, this table is an essential learning tool. Mobile carts and stools complete your STEAM classroom. Assembly required.

KEY NO.	DESCRIPTION	WxDxH	PRICE
H 92688	Whiteboard Table (Maple)	60"x30"x30"	\$1395
— 92687	Whiteboard Table (Oak)	60"x30"x30"	1349
J 83331	Mobile Cart	36"x26"x36"	749



H \$1395

J \$749



Solid Tables for the Modern Science Lab

From biology to chemistry and physics to fun, durable and affordable wood tables are ideal for lab rooms for any scientific subject.

- Durable acrylic finish; solid oak aprons and legs
- 1.25" thick laminate top resists scratching and severe chemicals, as well as limited heat resistance
- Non-skid leg glides for leveling; black rubber boots resist chemical spills and scuffs

KEY NO.	WxDxH	WEIGHT	1-3	4-11	12+
— 46521	48"x24"x30"	70 lbs.	\$379	\$369	\$359
— 46522	54"x24"x30"	79 lbs.	398	389	379
K 46523	60"x24"x30"	88 lbs.	389	379	369
— 46524	72"x24"x30"	105 lbs.	449	439	429
— 46525	72"x42"x30"	184 lbs.	629	619	609

AS LOW AS
K \$369



Low or Tall, Seating for All

Great for lab or shop classes. You can add leg inserts to customize heights for all sizes of users.

- Powder coated 18-gauge steel frame; spot-welded foot ring
- 14"W seat with Masonite insert, with or without pad
- Four legs with leveling glides
- Optional back rest for additional support
- Optional leg insert adds up to 9", in 1" increments

KEY NO.	DESCRIPTION	1-9	10-23	24+
— 51625	18"H Masonite Stool	\$39	\$38	\$37
L 51626	24"H Masonite Stool	39	38	37
— 51627	30"H Masonite Stool	44	42	39
M 51628	18"H Vinyl Stool	45	44	43
— 51629	24"H Vinyl Stool	49	48	47
— 51630	30"H Vinyl Stool	49	47	45

All stools are available in a gray frame. 18" and 24"H stools with masonite seats are also available in a black frame.

N 92093	— LEG INSERT\$19
P 92094	— STEEL BACKREST\$19
— 92095	— STEEL/VINYL BACKREST\$29



AS LOW AS
M \$43

Flexible Seating



AS LOW AS
A \$298



AS LOW AS
B \$419



AS LOW AS
E \$579



AS LOW AS
C \$349



AS LOW AS
D \$209



NBF SIGNATURE
— SERIES —

TRAFFIC COLLECTION

Let students relax, recharge, and focus on their best work with varied and versatile pieces from this modular and modern collection. Take a quick breather or hunker down for independent worktime with pieces that can transform a classroom. Plug in to the integrated power station to keep laptops and tablets charged and ready.

- Two USB ports and two outlets in arm, armless, and privacy booths
- Tufted PVC-free polyurethane upholstery; brushed nickel steel frame
- Optionally connect pieces with ganging brackets

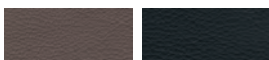
✂ Assembly required; attach base to seat

PRIVACY BOOTH — Students can curl up in the cozy confines of a three-walled privacy booth for quiet worktime or to take a moment away from the hustle and bustle of a busy classroom. With 51" high sides, the Traffic booths keep kids focused and comfortable when they need it most.

KEY NO.	DESCRIPTION	WxDxH	1-4	5+
A 76538	Armless Chair w/ Power	27"x27"x31"	\$319	\$298
B 76539	Arm Chair w/ Power	34"x27"x31"	429	419
C 76540	Corner Chair	27"x27"x31"	359	349
D 76541	Ottoman	27"x22"x18"	219	209
E 76884	Privacy Booth w/ Power	34"x27"x51"	589	579

SHIPS TODAY!

Choose Chair Polyurethane:



Java
(shown) Black

Choose Privacy Booth Color:

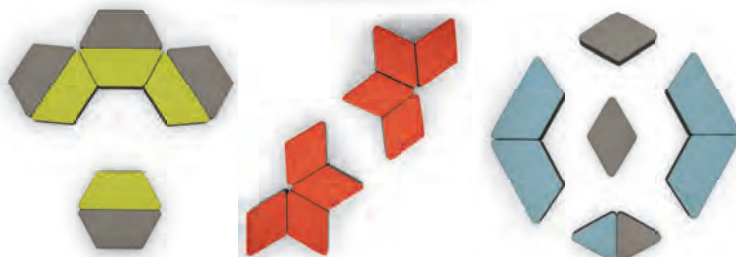


Avocado/Sage
(shown) Taupe/Java Ash/Black





Learn more about the *Huddle Collection*
Search: **Huddle** @ NBF.com



NBF SIGNATURE SERIES **NEW!**

Simple, Shape-Shifting Seating

HUDDLE COLLECTION

Huddle around the teacher or spread out for independent work time on soft shapes that are meant to be moved. Geometry class isn't the only place for trapezoids, triangles, and diamonds; these shapes are designed to be mixed and matched, fitting together seamlessly in an endless number of configurations.

Classroom-ready cleanability is key, featuring textured two-tone fabric upholstery that can be cleaned with any number of child-safe solvents. Space them apart to create safe and sanitary socially-distanced classrooms. At the base, glides ensure that there won't be any scratching or marring on hard floors while ensuring stability wherever you may place them.

- Fabric upholstery with lightly padded seats and sides
- Glides at base to prevent scratches
- ✂ Simple assembly; attach feet

KEY NO.	DESCRIPTION	WxDxH	PRICE
A 222198	Trapezoid Ottoman	40½"x19"x18"	\$209
B 222199	Diamond Ottoman	33½"x20"x18"	169
C 222200	Triangle Ottoman	18"x20½"x18"	129

SHIPS TODAY!

Choose Fabric Color: (All Shown)



Steel/Steel Peacock/Steel Moss/Steel Flame/Steel Waterscape/Steel

To view additional shapes and sizes
Search: **Tenjam** @ NBF.com



NEW!

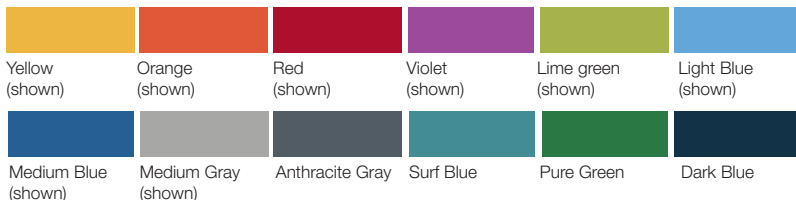
Vibrant Seating for Indoors & Outdoors

Inside? Outside? Classroom? Collaborative space? Anywhere your imagination takes you, this collection is here to accommodate. Students and teachers can both enjoy the festive color palette and endless layouts of this fun and funky set of shapes. Durable plastic construction ensures that each piece can be used both indoors and outdoors to add flexible seating to any environment.

- Environmentally friendly Coastal Plastic (RCP), OceanBound recovered plastic construction; can be used both indoors and outdoors
- Rustproof, waterproof, and impact/fire resistant
- ✂ Fully assembled; can be filled with pea gravel for added weight

KEY	NO.	DESCRIPTION	WxDxH	PRICE
D	220081	Dash Bench	47"x18"x16½"	\$409
E	220086	Moon Chair	33"x35"x25"	479
F	220082	Swerve Bench	47"x18"x16½"	409
G	220075	Small Circle	15"Dia.x13½"	169
H	220078	Large Cube	18"x18"x16½"	219
J	220076	Large Circle	18"Dia.x16½"	195
K	220080	Large Crescent	24"x19"x16½"	249

Choose Color:



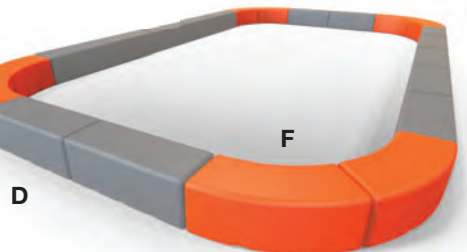
E \$479



F \$409



H \$219





A \$82

C \$159

B

A Seat for Every Student The Future is Flexible

Classrooms are changing. The more we discover about how children learn and flourish, the more creative and engaging our classrooms become. Implementing flexible seating practices has shown to have a positive impact on students' focus and contentment, and our selection of colorful, wobbling, active, and inventive options makes it easy to create an environment that helps kids grow.

Mix and match from these bold, new chairs, cushions, stools, and more to fill your classroom with joy, alleviate fidgeting, and help students reach their full potential.

KEY NO.	DESCRIPTION	WxDxH	PRICE
A 221919	Adjustable-Height Wiggling Stool	13"x13"x12-18½"	\$82
B 57499	Short Adjustable-Height Motion Stool	13"x13"x14-18"	149
C 57500	Tall Adjustable-Height Motion Stool	13"x13"x18-23"	159
D 86532	3-Section Stool	17"x17"x6½-19½"	139
E 56784	Ball Chair	17½"x17½"x24"	189
F 57498	Stacking Stool	12"x12"x17"	139





D

E

F \$139
(3 SHOWN)

View more flexible seating options
@ NBF.com/school-furniture



B



D



F



A \$639



C



D



B \$619



Classroom Cubbies For Little Learners

Featuring kid-friendly construction in vibrant Baltic birch, Jonti-Craft storage pieces are a fixture in early childhood classrooms. Both durability and safety are at the forefront of every design, and you can count on their storage cubbies and lockers for any daycare, preschool, or early elementary classroom.

The options are endless. Explore Jonti-Craft's impressive array of storage pieces online at NBF.com

- Baltic birch construction; select pieces include storage bins, hooks, or locks as shown
 - Select safety features include rounded edges, built-in kickplates, full-length safety hinges, and increased depth for added stability
- ✂ Products shown ship fully assembled

F \$1595



E



KEY NO.	DESCRIPTION	WxDxH	PRICE
A 221742	5-Section Coat Locker w/ Step	48"x17½"x50½"	\$639
B 221762	5-Section Coat Locker	48"x15"x50½"	619
C 221763	4-Section Locker	60"x15"x50½"	769
D 221754	5-Section Wall Locker w/ Clear Trays	48"x15½"x20"	529
E 221771	Double Stacking Locker	48½"x15"x45½"	1059
F 221772	Triple Stacking Locker	48½"x15"x67"	1595

To view more Jonti Craft items
Search: **Jonti Craft** @ NBF.com

There's More to Explore Online

Find everything you need to create a colorful and immersive early childhood environment at NBF.com. With brands that prioritize safety and inspire creativity, you can outfit daycares, preschools, and elementary school classrooms with all the right desking, seating, storage, and playtime furniture you and your learners need.

To view more preschool and early education furniture
Search: **Preschool** @ NBF.com



\$469

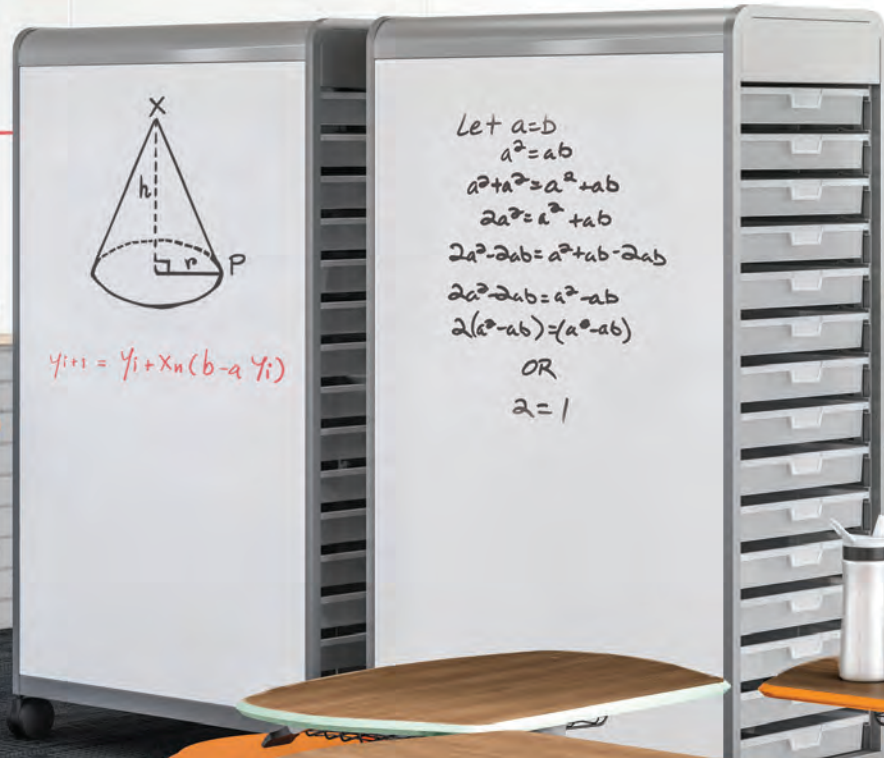
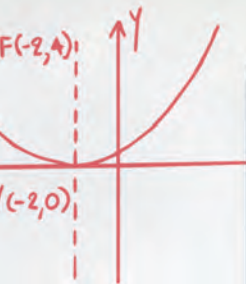
ITEM #221752



\$149

ITEM #221777

Boards & Tech



A



\$139
ITEM #86532



\$629
ITEM #220247



See page 13 for Stackable Stools.



TWO SIDED MOBILE WHITEBOARD UNIT — Two magnetic writing surfaces with inner storage for 30 3" totes. Overall: 43"Wx21"Dx70"H.
A 37414 **\$2349**



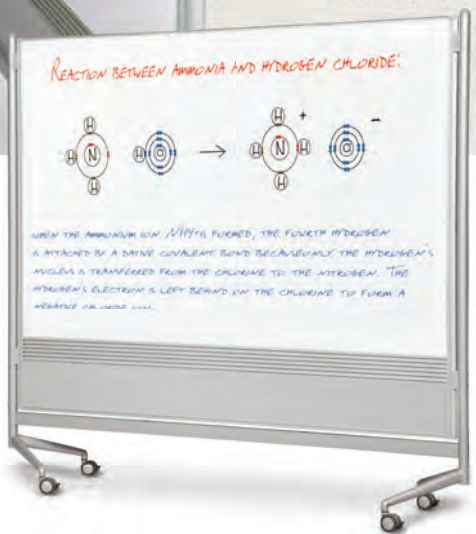
AS LOW AS
\$809
 4 units shown



Connectors hold boards together at a variety of angles.

AS LOW AS
\$709

Optional accessory tray attaches easily to slat panel below board.



Mobile Partitions Divide Your Space and Display Your Message

These attractive mobile partitions help you divide larger spaces to create smaller work spaces or to facilitate social distancing. Two functional surfaces (dual-sided whiteboard or whiteboard/cork board), add display and messaging capabilities to any open classroom area.

- Surrounded by anodized aluminum trim, whiteboard has super-resilient, non-ghosting Dura-Rite surface, cork is natural cork
- Uniquely angled legs minimize gaps between panels
- Slat panel at the bottom holds optional three piece accessory tray
- Casters roll smoothly and lock in place
- Each board includes four markers, one eraser and connectors
- Meets Greenguard® certified indoor air quality standards
- ✂ Assembly required



Zig-zags work well for displays or creating smaller spaces with access to each other.



U-shapes are great for creating a temporary smaller space within a larger area.

\$2895

80521 — 8'x6' DUAL-SIDED WHITEBOARD AND WHITEBOARD/CORKBOARD SET
 Includes: (2) 80290 and (2) 80291

KEY NO.	DESCRIPTION	WxDxH	1	2-4	5+
B 80290	96"x72" Dual-sided Whiteboard	100"x12"x74"	\$759	\$739	\$709
C 80291	96"x72" Whiteboard/Cork Board	100"x12"x74"	849	829	809
— 80292	72"x72" Dual-sided Whiteboard	76"x12"x74"	669	659	639
— 80293	72"x72" Whiteboard/Cork Board	76"x12"x74"	695	679	659
— 80294	48"x72" Dual-sided Whiteboard	52"x12"x74"	539	509	495
— 80295	48"x72" Whiteboard/Cork Board	52"x12"x74"	579	559	539

GSA CONTRACT Listed in blue

A Clean Slate Between Every Class

Wipe away the morning's math problems and prepare for afternoon grammar with a whiteboard that resists marker ghosting, giving you a clean slate between every lesson.

- Magnetic, PVC-laminated steel over MDF
- 7/8" anodized aluminum or 1" wood frame
- No ghosting with proper care
- Erasing cloth, blue and black markers included
- Full-width accessory tray; safety end caps on aluminum model
- ✂ Fully assembled

KEY NO.	DESCRIPTION	1	2	3+
— 80522	3'x2' Marker Board	\$98	\$89	79
— 80523	4'x3' Marker Board	159	149	139
— 80524	4'x4' Marker Board	179	169	159
— 80525	6'x4' Marker Board	229	189	179
A 80526	8'x4' Marker Board	298	259	239



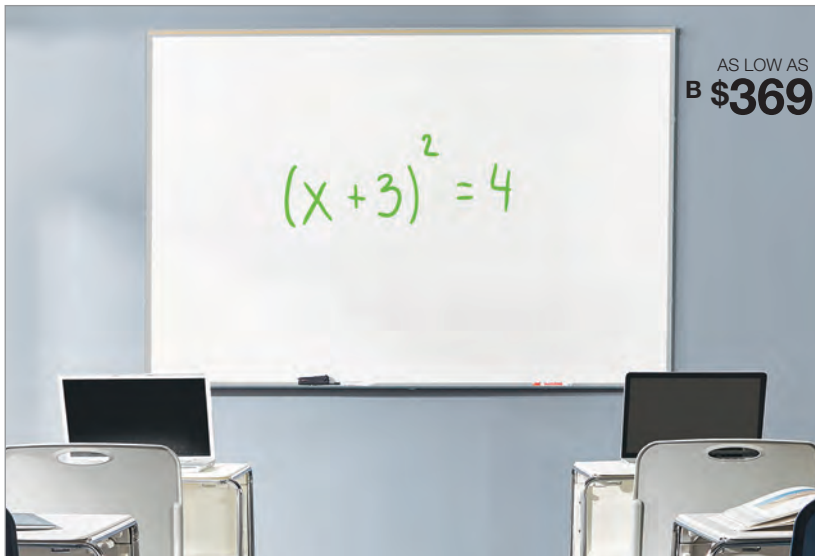
Mounted, Mobile, Magnetic and More

Ensure that students from the front to the back of the room can see today's teachings with a high-contrast, low-gloss whiteboard surface.

- Laminate surface that resists moisture and warping
- Magnetic surface for displaying papers and presentations
- Full-length marker tray; aluminum frame features a map rail
- Meets Greenguard® certified indoor air quality standards
- ✂ Fully assembled; includes all installation hardware

KEY NO.	DESCRIPTION	1-2	3+
— 80248	3'x2' Marker Board	\$139	\$119
— 80249	4'x4' Marker Board	249	229
B 80250	6'x4' Marker Board	395	369
— 80251	8'x4' Marker Board	479	449

SHIPS TODAY!



Mobile, reversible boards provide double the surface area and easy transport — perfect for accommodating modern, flexible classrooms.

- White aluminum base on 3" casters
- Porcelain steel Projection Plus surface is ideal for LCD projections
- Surface and accent panel accepts magnets
- Board rotates 360-degrees, knobs lock securely

✂ Assembly required; tools provided

REVERSIBLE WHITEBOARD —

Overall: 80"Wx80"H. Board size: 71"Wx48"H.

C 80256(1-2) **\$859**; (3+) **\$849**

Overall: 38"Wx79"H. Board size: 29"Wx43"H.

D 80258 (porcelain/porcelain)(1-2) **\$739**; (3+) **\$709**



Stunning Glass Boards for Classroom, Training and Office

These modern, borderless and seamless glass boards really make the grade — incredibly versatile, undeniably good-looking and will not warp.

- Choose from Matte or Glossy finish boards; Matte boards double as a projection surface.
 - 1/8" thick beveled glass over painted magnetic steel back; use with rare earth magnets, two included
 - Accepts whiteboard markers and grease pencils
 - Meets Greenguard® certified indoor air quality standards
- ✂ Mount with round brackets (provided)

KEY NO.	DESCRIPTION	WxH	1-2	3+
E 80311	Matte Board	48"x48"	589	569
— 80309	Glossy Board	96"x48"	679	659
F 80308	Glossy Board	72"x48"	579	559
— 80307	Glossy Board	48"x36"	319	298
— 80306	Glossy Board	36"x24"	298	269

SHIPS TODAY! Glossy boards.



E

Matte finish



F

Glossy finish



ghent.

Quality Whiteboards — Great Price

Even small budgets can afford a good whiteboard. This melamine whiteboard provides the writing and drawing space you need to help students learn.

- Melamine over tempered hardboard; non-magnetic
- Wood or aluminum frame with marker tray
- One marker and eraser included with boards up to 4'x4'; Four markers and eraser with boards 5'x4' and larger
- Wipe regularly to prevent ghosting
- 100% biodegradable coating and substrate

✂ Fully assembled

KEY	WxH	ALUMINUM FRAME			OAK FRAME				
		NO.	1	2	3+	NO.	1	2	3+
—	3'x2'	80833	\$59	\$55	\$49	80840	\$59	\$55	\$49
—	4'x3'	80834	69	65	59	80841	79	75	69
G	4'x4'	80835	169	129	119	80842	198	159	149
—	5'x4'	80836	189	149	139	80843	209	169	159
—	6'x4'	80837	209	169	159	80844	219	179	169
—	8'x4'	80838	229	189	179	80845	239	198	189
—	12'x4'	80839	349	339	329	—	—	—	—

Choose Frame Color:



Aluminum (shown) Oak



Long-Lasting Boards to Match Any Décor!



Unique bulletin board features durable canvas-style vinyl surface laminated to natural cork. Vinyl resists crayon, glue, and dust; and cleans easily with detergent and water. 3'x2' and 4'x3' sizes include loop hangers. All others include L-clips for installation.

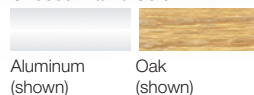
- Available with Oak or Aluminum frame
- Pin holes virtually disappear
- Treated vinyl resists bacteria, mold and mildew

KEY NO.	WxH	1	2	3+
ALUMINUM FRAME				
— 80862	3'x2'	\$79	\$69	\$59
— 80863	4'x3'	109	98	89
— 80864	4'x4'	149	129	109
— 80865	5'x3'	159	139	119
— 80866	5'x4'	169	149	129
— 80867	6'x4'	198	179	159
— 80868	8'x4'	229	209	189
A 80869	10'x4'	269	229	209
— 80870	12'x4'	329	289	279

Choose Surface Color:



Choose Frame Color:



ghent

Classroom-grade, cork bulletin boards look great in any setting. Push pins, staples or tacks can be inserted easily and hold firmly. Natural cork is self healing, and will maintain its smooth, attractive appearance for years.

- Available with anodized Aluminum or solid Oak frame
- Hangers are provided for easy installation

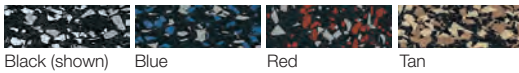
KEY NO.	WxH	1	2	3+
ALUMINUM FRAME				
— 80880	3'x2'	\$49	\$45	\$39
— 80881	5'x3'	129	119	115
B 80882	5'x4'	169	129	119
— 80883	6'x4'	169	129	125
— 80884	8'x4'	209	169	165
— 80885	10'x4'	239	198	195
— 80886	12'x4'	289	279	269
OAK FRAME				
— 80887	3'x2'	\$59	\$55	\$49
— 80888	5'x3'	129	125	119
C 80889	5'x4'	169	129	125
— 80896	6'x4'	179	139	135
— 80897	8'x4'	189	149	145
— 80898	10'x4'	269	259	249
— 80899	12'x4'	298	259	249

Durable *Rubber-Tak* bulletin boards are the perfect choice for classrooms, hallways and auditoriums. Eco-friendly, high-density 100% recycled rubber outlasts standard cork and is guaranteed for 35 years.

- Resists stains, fading, mold and mildew and won't show pin holes
- Stylish aluminum trim
- L-clips included for easy installation

KEY NO.	WxH	1	2	3-9	10+
— 80900	3'x2'	\$98	\$89	\$85	\$79
— 80570	4'x3'	119	109	105	98
— 80571	4'x4'	179	139	135	129
— 80572	5'x3'	198	159	155	149
— 80901	5'x4'	209	169	165	159
D 80902	6'x4'	219	179	175	169
— 80903	8'x4'	249	209	198	195
— 80904	10'x4'	298	259	249	239
— 80905	12'x4'	339	298	289	279

Choose Surface Color:



Fab-Tak boards offer the aesthetics of fabric with the durability of heavy-duty vinyl. Synthetic yarns cover a sturdy 3/16" layer of insulation board easily hide pin holes and staples.

- Easily washable surface resists mold and mildew
- Stylish aluminum trim
- ✓ Fully assembled with loop hangers

KEY NO.	WxH	1-2	3+
— 80083	3'x2'	\$89	\$79
— 80104	4'x3'	119	109
— 80108	4'x4'	129	119
— 80109	5'x3'	149	139
— 80116	5'x4'	159	149
E 80187	6'x4'	179	169
— 80244	8'x4'	219	209
— 80245	10'x4'	349	339
— 80246	12'x4'	429	419

Choose Surface Color:



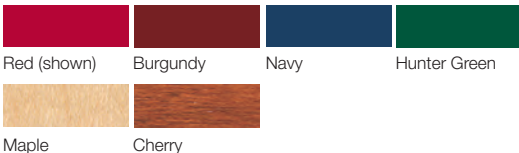
ghent

DecoAurora™ tackboards add color to any setting with faceted corner connectors and aluminum frames with colorful inserts.

- 3/4" wide inserts conceal wall-mounting hardware
- Stone Gray vinyl surface cleans easily, surface texture masks pin holes

KEY NO.	WxH	1	2	3+
F 80906	4'x3'	\$269	\$259	\$249
— 80907	4'x4'	289	279	269
— 80908	6'x4'	298	259	249
— 80909	8'x4'	389	379	369
— 80910	10'x4'	429	395	389
— 80911	12'x4'	449	439	429

Choose Frame Insert Color: More colors available at NBF.com





B \$209

Double security system locks lid to tub, and tub to a secure surface. Both locks use same two keys, included.

A



C \$1049



UV Tech Tub works to kill most common viruses and bacteria in just one minute

F \$1549

D \$298



E \$2995





Tangle-free cord-management channel keeps wires organized.



Easy-to-use side cable organizer.



Front-opening units have a pull-out wire management tray.



Movable dividers offer flexibility—fill to full capacity or fill partially and move remaining dividers to create storage space.



Charging System Expands on Demand

Charge, sync, transport, and store school iPads or Chromebooks with versatile charging equipment that grows with your school. From 6 devices to 40, there's a charging solution for you.

- Base tub has no dividers or accessories
- 6 and 10-device tubs have adjustable dividers, internal cable management channel, two locks/two keys and locking block and pin to secure to surfaces
- 6-device tub includes surge suppressor power strip for A/C charging; 10-device tub includes external-powered USB hub to charge and sync

✂ Assembly required

TUBS — Heat-resistant black ABS plastic tubs with green lids have cooling vents, steel hasp closure, two locks and two keys. Tubs accommodate devices with or without protective cases.

UV TUBS — Disinfects devices including laptop screens and keyboards in one minute to help minimize the spread of bacteria and viruses in the classroom.

TROLLEY W/ TUB — Steel frame with an adjustable handle and two 3" casters. Holds either six or ten tablets or Chromebooks. Doors lock with two keys.

CART W/ TUBS — Steel frame with ergonomic handles and four 4" casters, all locking. Contains multiple modular tubs that can be secured together. Doors lock with two keys.

KEY NO.	DESCRIPTION	WxDxH	PRICE
A 30644	Tub w/ USB (10 devices)	12½"x16"x26"	\$479
B 61020	Recharging Tub (6 devices)	12½"x16"x16"	209
C 223066	UV Tech Tub	12"x17"x13"	1049
D 30645	Trolley w/ Recharging Tub (6 devices)	15"x19½"x26"	298
E 223071	Cart w/ UV Tub (18 Devices)	34"x19"x43"	2995
F 223068	Trolley w/ UV Tub (10 Devices)	15"x19½"x36"	1549



A \$296



Charging Cabinets

- Charges 12 or 16 tablets using A/C
- Welded steel with locking doors (12 unit—one door, 16 unit—two doors), padded dividers and bottom, and mounting holes
- Power strip for A/C included
- 12-unit holds up to 30 lbs., 16-unit holds up to 75 lbs.
- ✂ Fully assembled

KEY NO.	DESCRIPTION	WxDxH	PRICE
A 60029	A/C Charging Cabinet (12 tablets)	19"x13"x14"	\$296
— 60031	A/C Charging Cabinet (16 tablets)	25"x13"x14½"	349

B \$895



Mobile Charging Carts

- Ventilated steel case and front/back doors with black finish; nonslip padded top surface
- 3-Point locking system comes with two keys
- Four 4" casters; two locking
- ✂ Simple assembly; attach casters

KEY NO.	DESCRIPTION	WxDxH	PRICE
B 60986	Compact Charging Cart (30 tablets)	26"x20½"x37"	\$895
— 43399	Charging Cart (24 tablet/notebooks)	31"x21"x40"	939
— 43396	Charging Cart (18 tablet/notebooks)	25"x21"x40"	749
— 60028	Charging Cart (12 tablet/notebooks)	14"x25"x39½"	589

Mobile Charging Stations

- Durable, scratch-resistant epoxy weld powdercoated surfaces
- Perforated doors allow for ventilation so laptops do not over heat
- 16-outlet power strips and 15 amp circuit breakers with reset buttons
- Three-point locking doors
- Four 4" PVC casters (two fixed and two swivel with locking capability)
- ✂ Simple assembly; attach casters

KEY NO.	DESCRIPTION	WxDxH	1	3+
C 60957	Mobile Charging Station (16 tablets)	36"x24"x49"	\$1059	\$1049
— 60959	Mobile Charging Station (32 tablets)	36"x24"x77"	1895	1849

GSA CONTRACT Listed in blue

C



D \$429

Mobile Power Tower

- Eight three-prong outlets; eight USB ports
- Four dual-wheel casters (two locking)
- 13½' long power cord with cord winder
- Charging cords not included
- ✂ Fully assembled

KEY NO.	DESCRIPTION	WxDxH	PRICE
D 60039	Mobile Power Tower	18"x10"x40"	\$429

GSA CONTRACT Listed in blue



\$979^E



Customizable Storage For Tech and More

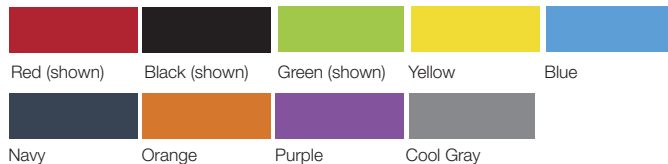
Tailor your storage to your classroom's needs with a cabinet that does it all. These cabinets feature two sizes of versatile trays that slide in and out on a *StopSafe* runner system that's designed for rigorous use in education environments. Each cabinet rolls on four casters, two of which lock in place for safe and secure storage.

- Reinforced steel side panels with cast aluminum endcaps; fully-hinged steel doors open 270 degrees to lay flat against the sides of the cabinet
- Four casters with non-marking wheels, two locking
- Uses *Gratnell* trays with a *StopSafe* runner system; single door mobile cart includes eight 3" and four 6" trays, double door mobile cart includes four 3" and two 6" trays

✂ Fully assembled

KEY NO.	DESCRIPTION	WxDxH	PRICE
E 223347	Single Door Mobile Cart	28½"x38½"x19"	\$979
F 223348	Double Door Mobile Cart	15"x38½"x19"	789

Choose Color:



F \$789

Cafeteria



B



AS LOW AS
B \$79 EA
 Ships 4 per carton


Ganging chair glides join chairs together for group seating.



AS LOW AS
A \$75 EA
 Ships 4 per carton


KI

Huge Color Selection for a Perfect Match

With 39 color combinations to choose from, you'll find the perfect match for any room with this premium quality stack chair. Plus, the polypropylene seat and back are pigment infused, so color won't wear or scratch off.

- Color-infused contour molded polypropylene; cutout handle in back
- Solid steel wire frame with epoxy powdercoat or chrome finish; with or without poly ganging glides
- Overall: 18"Wx18"Dx32"H, seat: 18"Wx18"Dx18"H
- Weighs 16 lbs. and stacks 10 high; 38 high on optional dolly
- ANSI-BIFMA tested to 300 lbs.
- ✂ Fully assembled, ships 4 of one color per carton

KEY NO.	DESCRIPTION	4-36	40-96	100-156	160+
A 51576	Stack Chair	\$98	\$89	\$79	\$75
B 51083	Stack Chair w/ Glides	98	89	85	79

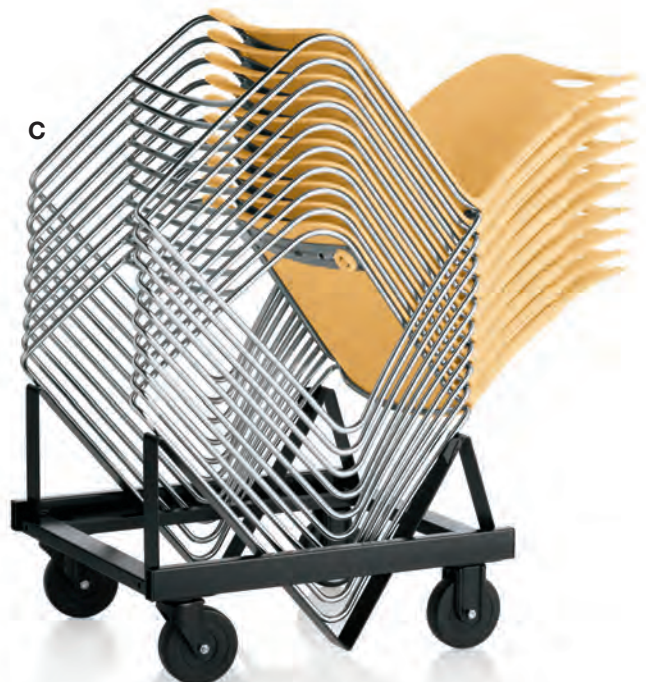
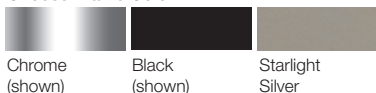
DOLLY — Compactly stores and moves up to 38 chairs. 5" swivel casters make maneuvering easy.

C 51187 \$429

Choose Chair Color:



Choose Frame Color:



AS LOW AS
A **\$1395**



KI

Popular Choices for Cafeteria Seating

With pneumatic lift assist and torsional energy storage system, these tables fold controlled and effortlessly. For safe, fast and easy floor cleaning, simply lift slightly for a semi-folded position. Stool table has 13"D seats made of a sturdy polypropylene. When folded, stools are parallel to the tabletop, discouraging climbing.

- High-pressure laminate tops with bullnose edge
 - Gravity lock down prevents unexpected folding
 - Powdercoated Black or Chrome frame
 - 4" casters are off the floor when open to avoid moving when in use
 - Tables with benches 57"Wx29"H, table with stools 61"Dx29"H
- ✂ Fully assembled



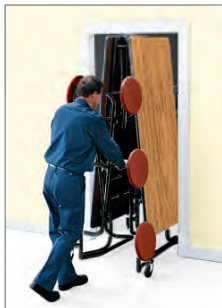
Clearance between top halves prevents pinched fingers.



Weight off the 4" casters prevents open tables from moving.



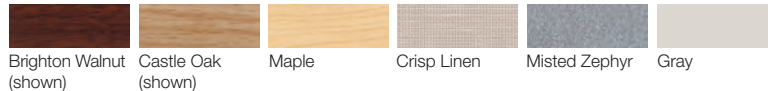
Glides prevent dents in the floor.



Folded table fits through standard door openings.

KEY NO.	DESCRIPTION	SEATS	1-2	3-9	10+
— 44718	8'W w/ Benches	8-12	\$1395	\$1349	\$1295
— 44719	10'W w/ Benches	12-16	1449	1395	1349
A 44720	12'W w/ Benches	16-20	1549	1495	1395
KEY NO.	DESCRIPTION	SEATS	1-2	3-4	5+
— 44419	8'W w/ Stools	8	\$1495	\$1449	\$1395
— 44418	10'W w/ Stools	12	1595	1549	1495
— 44407	12'W w/ Stools	12	1649	1595	1549
B 44272	12'W w/ Stools	16	1695	1649	1595

Choose Table Top and Bench Color:



Choose Stool Color:



Frame Finish:





Gather 'Round the Lunch Table

Foster engagement between students with a round table that keeps everybody facing one another, no matter if they're lunching or learning.

- 60" dia. laminate tabletop; rolled vinyl edges
 - Chrome or powder-coated steel frame
 - Casters lift while table is open, preventing unexpected rolling
 - Storage lock engages when folded; gap between sections to prevent pinching
 - Tables fold and roll away
- ✂ Fully assembled



AS LOW AS
C \$1449

KEY NO.	DESCRIPTION	WxDxH	1-2	3-9	10+
C 44522	Black Table	84"x84"x29"	\$1649	\$1595	\$1449
D 44523	Chrome Table	84"x84"x29"	1649	1595	1449

Laminate Finish:



Biltmore Cherry (shown) Castle Oak (shown) Walnut Maple

Frame Finish: (All Shown)



Black Chrome



AS LOW AS
E \$589
(2 UNITS SHOWN)

Convertible Benches for Class, Cafeterias and Meetings

These benches provide flexible, three-way versatility. Use them with backrests for lecture halls and auditoriums, rotate the back 90° to create a writing surface for classrooms and study halls, or pair two units for lunchroom and cafeteria use.

- High-pressure laminate surfaces with safe vinyl edges
 - Formed steel channel frames with heavy-duty, seats 6
 - Benches fold and nest for easy one-person handling
 - Ball bearing swivel casters; two of the four swivel casters lock
 - Safety tested and UL listed
- ✂ Assembly required



KEY NO.	DESCRIPTION	WxDxH	1-2	3-9	10+
E 44529	Convertible Bench 96"x29"x29"		\$649	\$615	\$589

Choose Laminate Color:



White Nebula (shown) Brighton Walnut Kensington Maple



English Oak Biltmore Cherry Graphite Nebula



Assembly seating



Classroom seating



Benches fold, nest for storage



AS LOW AS
A **\$1595**

KI

Tables Open Smoothly, Move Easily, and Store Compactly

Choose the right table to fit the occasion with these easy-to-use fold-and-roll tables. Just roll them out and open them into place. When you need to rearrange the room, the tables fold up easily and roll away to store.

- High-pressure, easy-to-clean laminate tops with vinyl edges
- Steel frames with sturdy core, tops are warp-resistant
- Pneumatic lift and torsion bar suspension for easy folding
- Cushioned glides keep floors scratch-free

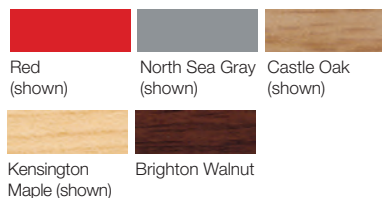
TABLES W/ BENCHES — Chrome finish, safe pinch-free hinges and gravity locks. 57"Dx29"H.

KEY NO.	DESCRIPTION	1-2	3-4	5+
— 46668	8'W Full-Bench Table	\$1295	\$1241	\$1215
— 46669	10'W Full-Bench Table	1395	1349	1295
— 46670	12'W Full-Bench Table	1595	1549	1495
A 46671	12'W Split-Bench Table	1695	1649	1595

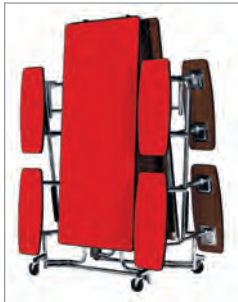
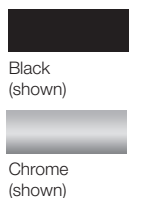
TABLES — T-shaped legs give plenty of legroom. Safety lock keeps table from opening too quickly. Choose Chrome or Black powdercoat finish for base.

KEY DESCRIPTION	NO.	BLACK FRAME		CHROME FRAME		
		1-3	4+	NO.	1-3	4+
B 8' Rectangular	41373	\$769	\$739	41381	\$849	\$839
— 10' Rectangular	41374	795	785	41382	869	839
— 5' Round	41377	695	689	41383	749	739
C 4' Square	41378	595	585	41384	595	585
D 4' Hexagonal	41379	689	679	41385	695	689
E 5' Octagonal	41380	689	679	41386	695	685

Choose Laminate Color:



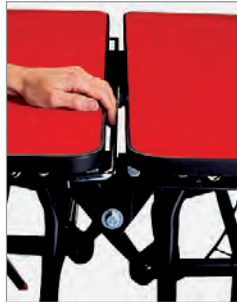
Frame Colors:



Swivel casters on wide wheel base for easy transport.



Gravity locks prevent sudden closing.



Space between halves prevents pinched fingers.



Create Café Vibes Anywhere

These staple café and standard-height pairings are perfect for teacher breakrooms, student unions, cafeterias or any space that can benefit from enduring construction with a casual footprint.

- Scratch and stain resistant high-pressure laminate tabletops with vinyl edging. Unique tapered steel base is visually appealing and sturdy enough for high-traffic use.
- Chair and stool feature perforated, flexing polypropylene backs, and upholstered seats with light padding. Welded steel frame includes a long-lasting powdercoated finish that'll look great for the long haul. Glides at the base prevent protect floors from marring.

KEY NO.	DESC.	WxDxH	SEAT	2-10	12+
CHAIRS AND STOOLS					
F	44596	Café Stool	25"x25"x45"	18"x18"x29½"	\$298 \$278
G	44595	Café Chair	21"x22"x33"	18"x18"x17½"	229 219
CAFÉ TABLES					
—	44590	Café-Height Table	24" dia. x 42"	\$629	\$619
H	44591	Café-Height Table	30" dia. x 42"	589	579
—	44585	Standard-Height Table	30" dia. x 29"	629	595
J	44586	Standard-Height Table	36" dia. x 29"	595	565
—	44587	Standard-Height Table	42" dia. x 29"	895	859

Choose Chair/Seat Color:



Choose Tabletop Color:



Contemporary Tables and Chairs for Your Café

LOFT CHAIRS & TABLE COLLECTION

Rich wood and Black steel pairs beautifully in this contemporary café collection. Large, slotted seat backs provide extra comfort and the tables, chairs and stools match for an endless array of configurations.

- Chairs and stools feature solid wood seat/back and 18-gauge, 90% recycled steel frame with powdercoat finish. Each supports up to 400 lbs. Fully assembled.
- Tables have high-pressure laminated 1¼" thick tops, with black beaded edge band. Black base is 90% recycled steel with leveling glides. Meets ANSI-BIFMA safety standards. Assembly required.

KEY NO.	DESC.	WxDxH	SEAT	2-4	6+
CHAIRS AND STOOLS					
K	44672	Café Stool	17"x19"x42"	17"x16"x30"	\$369 \$339
L	44673	Café Chair	17"x19"x32"	17"x16"x18"	329 298
CAFÉ TABLES					
M	44674	Café-Height Table	30" dia. x 41"	\$339	\$298
—	44675	Café-Height Table	36" dia. x 41"	379	359
—	44676	Café-Height Table	42" dia. x 41"	395	379
—	44677	Standard-Height Table	30" dia. x 29"	298	279
N	44678	Standard-Height Table	36" dia. x 29"	339	298
—	44679	Standard-Height Table	42" dia. x 29"	379	359

SHIPS TODAY!

GSA CONTRACT Listed in blue

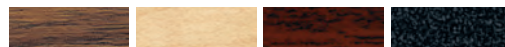
Loft tables and chairs in Dark Mahogany except 44676 & 44679.

Choose Seating Finish:



Walnut (shown) Natural Dark Mahogany

Choose Table Finish:



Walnut (shown) Natural Dark Mahogany Black



To view the entire collection
Search: **Athens** @ NBF.com





A
AS LOW AS
\$279



AS LOW AS
B **\$259**

Dependable, Durable Cafeteria Tables

Strength and longevity comes first in any school environment, and this collection of tables is up to the challenge. Available in round and square shapes of various sizes, these tables can be used to create cafeterias that will stand the test of time.

- Scratch and stain-resistant high-pressure laminate tabletop
- Four-point steel base with glides at the bottom
- Additional sizes available
- ✂ Assembly required

KEY NO.	DESCRIPTION	WxDxH	1-2	3+
A 44230	Round Table	42"DIA.x29"	\$298	\$279
B 44222	Square Table	36"x36"x29"	289	259

Choose Top Color:



*44230 not available in Wild Cherry or Gray Nebula



AS LOW AS
C \$89 EA
 Ships 4
 per carton


NBF SIGNATURE
 — SERIES —

Stack Chairs with Style

Simplicity meets durability with well-built, not-so-basic stack chairs. Use these chairs in a variety of areas, including cafeterias, libraries, and any other temporary gathering spaces throughout the school.

- All chairs up to 20 high and support up to 250 lbs.
- ✂ Assembly required; ships four per carton

CELESTE STACK CHAIR — Blue polypropylene seat and back, chrome-plated legs, levelers at base
 Overall: 23½"Wx22"Dx31"H. Seat: 16"Wx16"Dx17½"H.

C 51046(4-16) **\$98**; (20+) **\$89**

FACET STACK CHAIR — Solid or mesh black polypropylene back, solid seat, steel frame, built-in ganging clips
 Overall: 21½"Wx21½"Dx32"H. Seat: 17"Wx18"Dx18½"H.

D 51048 (mesh back)(4-16) **\$98**; (20+) **\$89**

E 51047 (all poly)(4-16) **\$89**; (20+) **\$79**

AS LOW AS
E \$79 EA
 Ships 4
 per carton




 **SHIPS TODAY!**

GSA CONTRACT Listed in blue

Folding & Training



#43327

A

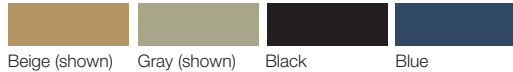
Affordable Chairs Built to Last

Better than your average metal folding chair, this triple-braced steel folding chair offers superior strength and stability.

- 18-gauge, tubular steel frame features three double riveted U-braces, a powder coat finish and non-marring glides to protect floors
- Contoured square back and waterfall seat
- 300 lb. weight capacity
- Overall: 18"Wx20"Dx29½"H. Seat: 16"Wx16"Dx17"H

KEY NO.	DESCRIPTION	4-12	16-76	80-136	140-196	200+
A 51731	Folding Chair	\$22	\$21	\$20	\$19	\$18

Choose Chair Color:



Beige (shown) Gray (shown) Black Blue

With a vinyl upholstered seat and back this sturdy chair provides more comfort than your standard metal folding chair, while the two double riveted U-braces give extra stability.

- 18-gauge, tubular steel frame features two double riveted U-braces, a powder coat finish and non-marring glides to protect floors
- Contoured square back and waterfall seat upholstered in durable vinyl
- 300 lb. weight capacity
- Overall: 18½"Wx20½"Dx29½"H. Seat: 16"Wx16"Dx17½"H

KEY NO.	DESCRIPTION	PRICE
B 220052	Folding Chair	\$32

Choose Chair Color:



Brown (shown) Beige Gray Black Blue



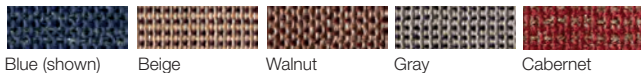
Beige (shown) Gray Black Blue

When you need an attractive but comfortable chair that will stand-up to the rigors of school functions this upholstered folding chair is a great choice.

- 18-gauge, tubular steel frame features two double riveted U-braces, a powder coat finish and non-marring glides to protect floors
- Contoured square back and waterfall seat upholstered in heavy-duty fabric over ¼" thick foam
- 300 lb. weight capacity
- Overall: 18½"Wx20½"Dx29½"H. Seat: 16"Wx16"Dx18"H

KEY NO.	DESCRIPTION	PRICE
C 220050	Folding Chair	\$32

Choose Chair Color:



Blue (shown) Beige Walnut Gray Cabernet



Blue (shown) Beige Gray Brown



AS LOW AS
A \$18 EA
Ships 4 per carton

B \$32



C \$32





AS LOW AS
B \$229

\$429
46461 — TABLE AND CHAIR SET
 Includes: (4) 51563 and (1) 46068

Lighten Up With Blow-Molded Folding Tables

If you've ever been short-handed while setting up a room, you'll appreciate these lightweight, easy-to-move folding tables. They're reinforced in all the right places, for extra strength without extra weight.

- High-impact, blow-molded plastic is seamless and easy to clean; resists UV rays, markers and chemicals
 - 14-gauge, 1 1/8" diameter steel legs; under-table support tubes
 - Lightweight — no heavy wood core or steel apron
 - Adjustable-height legs available on select models
- ✓ Fully assembled

KEY NO.	DESCRIPTION	WxDxH	1	2-7	8-23	24+
FIXED-HEIGHT TABLES						
— 46064	4'W Rectangular	48"x24"x29"	—	\$129	\$119	\$115
— 46065	5'W Rectangular	60"x30"x29"	—	149	139	135
— 46063	6'W Rectangular	72"x18"x29"	—	159	149	145
A 46066	6'W Rectangular	72"x30"x29"	179	141	119	115
— 46067	8'W Rectangular	96"x30"x29"	219	179	175	169
B 46068	5' Round	60"dia.x29"	289	249	239	229
— 41352	6' Round	72"dia.x29"	369	329	319	309

ADJUSTABLE-HEIGHT TABLES						
— 46069	4'W Rectangular	48"x24"x22-32"	—	\$159	\$149	\$145
— 46070	5'W Rectangular	60"x30"x22-32"	—	189	179	175
— 46071	6'W Rectangular	72"x30"x22-32"	198	159	149	145
— 46072	8'W Rectangular	96"x30"x22-32"	239	198	189	185

GSA CONTRACT Listed in blue

MOLDED FOLDING CHAIR — Light and portable steel frame. Contoured seats and backs. Overall: 17"Wx20"Dx35"H. Seat: 15"Wx16"Dx17"H.

C 51563 \$59

VENTILATED FOLDING CHAIR — See NBF.com for construction details and colors. Overall: 19"Wx21"Dx32"H. Seat: 16"Wx17"Dx17"H.

D 51325(4-48) **\$36**; (52-116) **\$34**; (120-196); **\$33**; (200+) **\$32**



AS LOW AS
D \$32



Select rectangular tables have height-adjustable legs.

Choose Table Top and Frame:



Mocha/Brown (shown) Gray Granite/Black (shown)

AS LOW AS
E **\$115**



AS LOW AS
G **\$75**

KI

Economical Folding Tables Save You Time

Not only do these folding tables get to your door fast, they're also lightweight and easy to set up quickly.

- Blow-molded, high-impact polyethylene top suited for indoor or outdoor use
 - Speckled White tabletop over Black frame; frame finish won't crack, chip or peel
 - UV inhibitors prevent fading
 - 19-gauge steel legs are 1½" in diameter
- ✓ Fully assembled

KEY NO.	DESCRIPTION	WxDxH	1	2-9	10-24	25-49	50+
E 41283	5'W Rectangular	60"x30"x29"	\$159	\$139	\$129	\$119	\$115
— 41284	6'W Rectangular	72"x30"x29"	169	159	149	139	135
— 41285	8'W Rectangular	96"x30"x29"	198	189	179	169	165

KEY NO.	DESCRIPTION	DIAXH	1	2-3	4-11	12+
— 41358	4' Round	48"dia.x29"	\$249	\$229	\$208	\$189
— 41286	5' Round	60"dia.x29"	279	259	239	229
F 41359	6' Round	71"dia.x29"	339	319	298	279

STACK CHAIR — Molded seats and contoured backrests in a variety of colors. Steel rod frames are strong and durable. Fully assembled; ship four of one color per carton. Overall: 19"Wx21"Dx32"H.

G 51615..... (4-36) **\$89**; (40-96) **\$85**; (100-248) **\$79**; (252+) **\$75**

CHAIR DOLLY — For use with stack chairs.

— 51187..... **\$429**



Choose Stack Chair Color:



KI Unbeatable Quality and Durability



AS LOW AS
A \$155

More colors and sizes available
Search: **KI Heritage** @ NBF.com



AS LOW AS
B \$159



AS LOW AS
C \$258



AS LOW AS
D \$569

Where else can you find a sturdy, workhorse of a table in so many wonderful finish options? With so many choices you are sure to find a match to whatever your need!

- Mar-proof high pressure laminate tops with durable powdercoat steel frame
- Solid core 3/4" thick top ensures strength
- Vinyl edging guards against damage
- Strong, seam-welded tubular steel legs fold flat within frame
- Safety lock keeps tables open

KEY NO.	DESCRIPTION	WxDxH	1-5	6+
A 46619	6' Rectangular Table	72"x24"x29"	\$189	\$155
— 46622	6' Rectangular Table	72"x30"x29"	198	164
— 46624	6' Rectangular Table	72"x36"x29"	219	185

 **SHIPS TODAY!**

Choose Solid Top Color:



Red (shown) Yellow Blue

Choose Frame Color:



Black (shown) Warm Gray

KEY NO.	DESCRIPTION	WxDxH	1-5	6+
B 46598	5' Rectangular Table	60"x30"x29"	\$189	\$159
— 46601	6' Rectangular Table	72"x36"x29"	219	189

Choose Top Color:



Castle Oak (shown) Biltmore Cherry Brighton Walnut Graphite Nebula

Choose Frame Color:



Black (shown) Brown

Lighter but stronger! Textured, heat-resistant and easy-to-clean surface surrounds a strong, lightweight honeycomb core that makes one-person set-up a breeze.

- 3/4" thick ABS tabletop with internal aluminum structure provides unprecedented weight-bearing strength
- Wide-mouth welds on aluminum frame assure stability; frame is Black enamel
- Shock-proof corners prevent impact-damage
- Rubber bumpers protect tables when stacked
- Meets BIFMA safety standards

KEY NO.	DESCRIPTION	WxDxH	1-2	3-9	10+
SOLID COLOR OR WOOD GRAIN TOP					
C 41134	5'W Rectangular	60"x30"x29"	\$298	\$278	\$258
— 41135	6'W Rectangular	72"x30"x29"	298	279	259
— 41136	8'W Rectangular	96"x30"x29"	395	379	359

SOLID COLOR TOP

— 41139	5' Round	60"dia.x29"	\$439	\$429	\$395
D 41140	6' Round	72"dia.x29"	589	579	569

Choose Top Color: (All Shown)



Blue Gray Sand Walnut



Adjust to 26" height for young children, or to 34" for adults.



Legs fold in for carrying, storage or roll wherever you need — casters lock in place.



AS LOW AS
E \$329

One Table — Limitless Uses

This amazing table goes anywhere and adjusts on the fly to just the height you need. Bake sales, meetings, art class — you can handle it all quickly and easily.

The table stays looking great because it's built for heavy use. Plus, you've got plenty of choices of size and color to suit your roomier facility.

- ¾" High-pressure laminate top is heat, stain and scratch-resistant
- Steel legs and apron provide durability and strength
- Legs fold inside tabletop for space-saving storage, casters lock
- Meets ANSI/BIFMA safety standards

➤ Fully assembled

KEY NO.	DESCRIPTION	WxDxH	1	2-5	6+
— 41048	5'W Rectangular	60"x18"x26-34"	\$339	\$319	\$309
— 41049	6'W Rectangular	72"x18"x26-34"	349	329	319
— 41050	8'W Rectangular	96"x18"x26-34"	359	339	329
— 41052	5'W Rectangular	60"x24"x26-34"	339	319	309
— 41053	6'W Rectangular	72"x24"x26-34"	349	329	319
— 41054	8'W Rectangular	96"x24"x26-34"	359	339	329
— 41060	5'W Rectangular	60"x30"x26-34"	339	319	309
E 41061	6'W Rectangular	72"x30"x26-34"	359	339	329
— 41062	8'W Rectangular	96"x30"x26-34"	379	359	349
— 41063	6'W Rectangular	72"x36"x26-34"	369	349	339
— 41064	8'W Rectangular	96"x36"x26-34"	439	419	409

Choose Top Color:





AS LOW AS
B **\$395**

A

NBF SIGNATURE
— SERIES —

Tables for Every Need

View the complete *At Work* collection
Search: **At Work** @ NBF.com



ITEM# 51657

AS LOW AS
F **\$329**

AT WORK COLLECTION

The variety of choices in table shape, size and height make our popular *At Work* collection tables just the thing for all the places you might need a surface to work, meet or teach. A contemporary color combination and versatile look is both understated and appealing.

- Melamine laminate tops in your choice of three colors
- Standard tables available in seated-height, standing-height with 1 grommet in 48" tables, 2 grommets in larger tables
- Mobile flip-top tables have 2mm protective edging, modesty panels and four locking casters.
- Sturdy steel legs and frames with Brushed Nickel finish and perforated modesty panels

✂ Assembly required

STANDARD TABLES

KEY NO.	DESCRIPTION	WxDxH	1-2	3-5	6+
A 14424	48"W Standing-Height Table	48"x24"x42"	\$469	\$459	\$449
— 14425	60"W Standing-Height Table	60"x30"x42"	649	639	629
— 46283	60"W Table	60"x24"x30"	349	339	329
B 46372	60"W Table w/ Modesty Panel	60"x24"x30"	419	409	395
C 46286	72"Wx20"D Table	72"x20"x30"	395	389	379
— 46285	72"Wx30"D Table	72"x30"x30"	529	509	495
D 32161	Bookcase	37"x19"x43"	319	309	289

FLIP-TOP TABLES

KEY NO.	DESCRIPTION	WxDxH	1-6	7-12	13+
E 46926	48"W Flip-Top Table	48"x24"x30"	\$309	298	\$289
F 46927	60"W Flip-Top Table	60"x24"x30"	349	339	329
G 46928	72"W Flip-Top Table	72"x24"x30"	419	395	379

 SHIPS TODAY!



Choose Color: (All Shown)



Espresso Warm Ash Gray



Tables Fit for Every Student

When classroom budgets are tight, invest in furniture that's flexible. These adjustable-height computer tables accommodate seven-year olds to adults. Available in four color combinations so, you'll find the perfect fit for your classroom.

- High-pressure laminate over solid wood core; vinyl T-molding edge
- Steel frame and modesty panel with built-in wire trough
- Steel legs have backpack pegs and glides
- Height adjusts from 24–32" to fit youth and adult students
- 60"W seats two; 72"W seats three

✂ Assembly required

KEY NO.	DESCRIPTION	WxD	1	2-5	6-11	12+
H 60116	60"W Table	60"x24"	\$395	\$359	\$349	\$339
— 60117	72"W Table	72"x24"	469	429	395	389

Choose Top, Edge and Frame:



Fusion Maple/
Platinum/
Platinum
(shown) Wild Cherry/
Black/ Black New Age Oak/
Black/ Black Gray Nebula/
Blueberry/
Platinum

TASK CHAIR — Flexible backrest and knee space allow students to sit forward, backward, sideways or lean back to one side. Seat adjusts 16–21"H. Overall: 28"Wx28"Dx30–35"H.

J 57057 (1–11) \$179; (12–23) \$169; (24–49) \$159; (50+) \$149



AS LOW AS
H \$339



Openings feed wires under desktop.



Trough keeps wires off the floor.



AS LOW AS
A **\$649**

NBF SIGNATURE
— SERIES —

FLEX COLLECTION

Set-up is quick with our stylish Flex Collection tables. At the touch of a lever, the top flips down into place. Afterward, simply lift up the top, and nest the tables for easy storage. Tables include ganging kit. Choose from eight attractive top colors.

- High-pressure laminate surfaces hold-up best for long-term use
 - Sturdy steel frame and modesty panel in silver finish
 - Built-in wire trough in modesty panel and 3" locking casters
 - Tables meet ANSI/BIFMA safety standards and are Green Leaf VOC+ certified
- ✂ Assembly required

Chairs That Keep Their Attention



Meeting participants will be involved and focused when they are seated in these comfortable, high-quality mesh-back chairs.

- Contoured seats with Black fabric upholstery and titanium frame
 - Nesting chair is mobile and nests for easy storage; stacking chair stacks 4 high
- ✂ Assembly required

STACKING CHAIR — Overall: 26"Wx24"Dx37"H.

C 56850 (1–3) **\$179**; (4–5) **\$169**; (6–10) **\$159**; (11+) **\$149**

NESTING CHAIR — Overall: 24"Wx24"Dx37"H.

D 51326 (2–12) **\$189**; (14–20) **\$179**; (22–28) **\$175**; (30+) **\$169**

SHIPS TODAY!

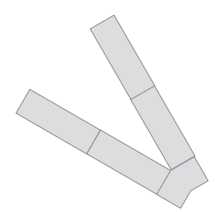
GSA CONTRACT Listed in blue

Our Best Training Tables

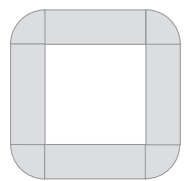
Easiest Set-up. Modern Style. 8 Color Choices.



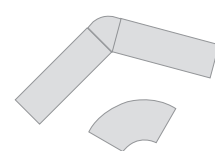
Popular Configurations:



\$3299
41520
V SET
 Includes:
 (4) 41512
 and (1) 41517



\$3399
41519
SQUARE SET
 Includes:
 (4) 41512 and
 (4) 91712



\$2199
41521
TRAINING SET
 Includes:
 (2) 41512,
 (1) 91711 and
 (1) 41516



Knife-style vinyl edge adds a modern look and protects tops. Edge color matches base for a unified look.

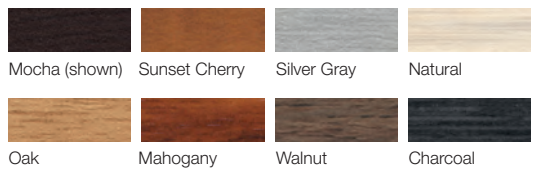


Modesty panel features built-in cable management to keep wires neat and out of the way.

KEY NO.	DESCRIPTION	WxDxH	1-7	8-13	14+
A 41512	Rectangular Table	72"x24"x29"	\$709	\$679	\$649
— 41513	Rectangular Table	60"x24"x29"	649	629	595
— 41514	Rectangular Table	48"x24"x29"	589	569	559
— 41516	Crescent Table	67"x24"x29"	659	649	629
— 41517	Transition Table	48"x24"x29"	639	629	609
B 91710	30° Pie Connector	15"x24"	189	179	169
— 91711	60° Pie Connector	24"x24"	209	189	179
— 91712	90° Pie Connector	32"x24"	219	209	198

GSA CONTRACT Listed in blue

Choose Top Color:





AS LOW AS
\$309 ^A

AS LOW AS
\$429 ^B

AS LOW AS
\$319
ITEM #57506



ITEM
#51657

AS LOW AS
\$459 ^C

Versatile Flip-Top Tables For Flexible Spaces

With durable steel frames, easy-to-clean laminate surfaces, and simple lever-based operation, these tables are ready to roll into configurations that are great for classrooms, training rooms, and more. When you're done, flip the tabletop down and nest them front-to-back for a space-saving storage solution.

- Scratch and stain-resistant laminate tabletop with Black powder-coated steel bases
 - Lever-operated flip-top design; easily nests
 - Rolls on 2" casters (two locking)
 - Wire management grommets on tabletop; cable trough in perforated modesty panel
- ✂ Assembly required

KEY NO.	DESCRIPTION	WxDxH	1-7	8-13	14+
A 41497	36"W Nesting Table	36"x24"x30"	\$339	\$319	\$309
B 41496	60"W Nesting Table	60"x24"x30"	469	449	429
C 41495	72"W Nesting Table	72"x24"x30"	495	469	459

SHIPS TODAY!

GSA CONTRACT Listed in blue

Choose Laminate Top: (All Shown)



Mahogany Teak



\$2769
41500 — SQUARE TABLE SET
Includes: (6) 41495

C



AS LOW AS
\$509^D

NBF SIGNATURE
— SERIES —

Fast Set-Up, Limitless Possibilities

QUIKFLIP COLLECTION

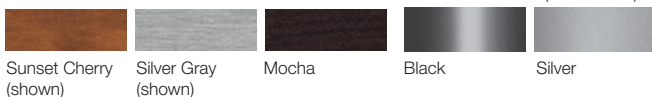
From small training rooms to large boardrooms, these simple yet sophisticated tables set-up in just minutes. Table surfaces flip up and secure for use, then break down with the touch of a lever. All tables nest for compact storage.

- Durable, high-pressure laminate surfaces hold up to years of use
- Steel frame, legs and modesty panel in Black or Silver powdercoat finish
- Sleek, contemporary base is designed for compact nesting
- Transition table provides flexibility for multiple configurations
- Built-in cable trough in modesty panel
- Each table includes ganging kit and four locking casters
- Meets ANSI/BIFMA safety standards

✂ Assembly required

KEY NO.	DESCRIPTION	WXDXH	1-7	8-13	14+
D	41508 48"W Nesting Table	48"x24"x29"	\$569	\$559	\$509
—	41509 60"W Nesting Table	60"x24"x29"	649	629	619
E	41510 72"W Nesting Table	72"x24"x29"	695	679	659
F	41511 Transition Table	48"x24"x29"	699	679	659

Laminate Finishes:



Base Finishes: (All Shown)

MID-BACK NESTING CHAIR — Seat folds for convenient horizontal nesting. Overall: 22"Wx25"Dx36"H. Seat: 18"Wx17"Dx19"H. Fully assembled. Ships two per carton.

G 52351 (2-10) \$209; (12-16) \$198; (18+) \$189

SHIPS TODAY! Silver frames arrive in 2-4 weeks.



Top surface flips down with the touch of a lever.



\$3249
41545 — "V" TABLE SET
Includes: (4) 41510
and (1) 41511



\$4899
41546 — TRAINING SET
Includes: (3) 41510, (3) 41511 and (2) 41508

Administration

- ⑤
- ⑥ NUCLEOLUS
- ⑦ NUCLEUS
- ⑧ LARGE CENTRAL VACUOLE
- ⑨ DRUSE CRYSTAL
- ⑩ RAPHIDE CRYSTAL
- ⑪ CELL MEMBRANE



plus character ...
il of true education."
artin Luther King, Jr.

\$279
ITEM #16210



D \$939

Hard Working Teacher Workstations

This is the quintessential, customizable desk that every teacher needs. The Avid collection makes it easy to create a workstation that's perfect for any teacher or school administrator's unique requirements. A variety of storage options, configurations, and colors allow these desks to fit into classrooms of all shapes and sizes. Add the pneumatic conference end table for ergonomic conference spaces.

- High-pressure laminate desktop with colorful edging; steel base with 3" casters on legs, 2" casters beneath pedestals
 - Perforated modesty panels on desks and returns
 - Reversible return for both left and right L-Desk configurations
 - Double or single pedestal options available
- ✂ Assembly required

A \$1295



B \$959



C \$1398



E \$469



KEY NO.	DESCRIPTION	WxDxH	PRICE
A 223322	Double Pedestal Instructor's Desk	60"x30"x30"	\$1295
B 223320	Single Pedestal Instructor's Desk	70"x30"x30"	959
C 223326	Instructor's L-Desk (right return)	72"x80"x30"	1398
D 223329	Instructor's Desk (right return)	60"x36"x30"	939
E 223327	Conference End Table	29"x35½"x30"	469

Choose Desktop Color: (All Shown)



Gray Elm Fusion Maple Amber Chery

Choose Edge Color:



Purple (shown) Black (shown) Blue (shown) Green



Orange Red Yellow



AS LOW AS
A \$729



B

NBF SIGNATURE
— SERIES —

CARBON COLLECTION

Break away from the traditional steel desk look with Gray Maple or Teak woodgrain laminate tops. These desks are built to provide years of reliability.

- High-pressure laminate with slight wood texture
 - Metal base with Black powdercoat finish
 - Full-extension file drawers hold letter/legal hanging files
 - All pedestals have one lock that secures both drawers.
- ✂ Assembly required

DOUBLE PEDESTAL DESK — Four drawers (two file, two utility). One centered cord grommet.

SINGLE PEDESTAL DESKS — Two drawers (one file, one utility). One centered cord grommet.

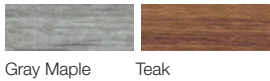
L-DESK — Four drawers (two file, two utility). Two cord grommets (one in desk, one in return). Reversible return with double pedestals.

KEY NO.	DESCRIPTION	WxDxH	1-5	6+
A 86538	66"W Double Pedestal Desk	66"x30"x30"	\$749	\$729
— 58141	72"W Double Pedestal Desk	72"x30"x30"	999	979
— 86539	66"W Single Pedestal Desk	66"x30"x30"	669	639
— 86536	48"W Single Pedestal Desk	48"x30"x30"	569	539
B 86540	Reversible L-Desk	66"x78"x30"	1079	1029
— 16337	Optional Center Drawer	23"x18"x3"	65	—

SHIPS TODAY!

GSA CONTRACT Listed in blue

Choose Finish: (All Shown)



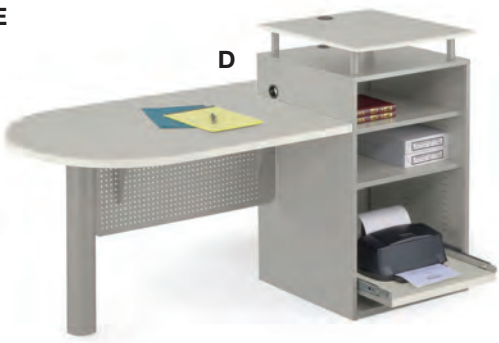
Gray Maple Teak



C \$2095



E



D

KI **NEW!**

Desks and Lecterns That Command Attention

It's all eyes on the teacher with *Instruct* collection instructors' stations from KI. Choose from mobile or stationary options that combine sitting workspace with a standing lectern, featuring a variety of storage options with either concealed or open-air compartments.

- Scratch and stain-resistant laminate desktops; steel bases and legs
 - Perforated modesty panel for added style and privacy
 - Concealed storage compartments lock for added security
 - Options available with or without smooth-rolling casters
- ✂ Assembly required

KEY NO.	DESCRIPTION	WxDxH	PRICE
C 60894	Mobile Instructor's Station (rt)	66"x24"x40"	\$2095
D 60895	Stationary Instructor's Station (lt)	66"x24"x35½"	1749
E 60897	Mobile Lectern w/ Storage	21"x19"x44"	1069

Choose Top/Edge/Base:



White Sand/
Wet Sand/Silver (shown) Biltmore Cherry/
Black/Black Monticello Maple/
Sand/Sand Titanium Evolv/
Warm Gray/
Warm Gray

Colorful Choice in Storage



Storage doesn't have to be dull — add color to your surroundings and meet a variety of storage needs with this array of possibilities.

- Welded, heavy-gauge steel construction
- Shelves adjust in 2" increments; each shelf holds up to 180 lbs.
- Reverse shelves to create trays (perfect for storing small items)
- Shelves pass ANSI/BIFMA standards

✂ Fully assembled; snap wheels onto mobile units

MOBILE CABINETS — Concealed hinges give you better access and keep doors aligned. Three-point locking system guarantees security. 5" casters (two lock) roll easily, even with a full load.

MOBILE BOOKCASES — Steel construction with powdercoat finish. 5" casters (two lock) move easily.

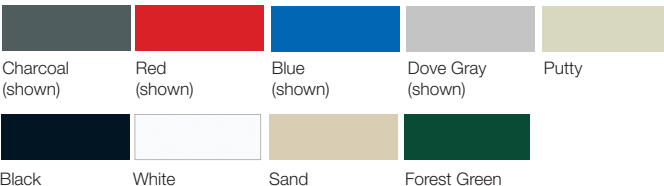
KEY NO.	DESCRIPTION	SHELVES	WxDxH	PRICE
F 36558	36"H Mobile Supply Cabinet	2	36"x24"x36"	\$459
G 10308	66"H Mobile Supply Cabinet	4	36"x24"x66"	569
— 36559	78"H Mobile Supply Cabinet	5	36"x24"x78"	695
— 10309	66"H Mobile Supply Cabinet	4	46"x24"x66"	779
— 36560	78"H Mobile Supply Cabinet	5	46"x24"x78"	889
H 36568	78"H Mobile Supply/Wardrobe	5	36"x24"x78"	799
J 32979	36"H Mobile Bookcase	2	36"x18"x36"	\$299
— 32980	48"H Mobile Bookcase	3	36"x18"x48"	349
K 32981	58"H Mobile Bookcase	4	36"x18"x58"	399
— 32982	78"H Mobile Bookcase	5	36"x18"x78"	459

K \$399

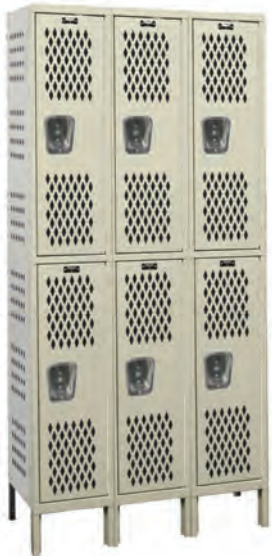


Choose Cabinet Color:

GSA CONTRACT Listed in blue



Lockers



AS LOW AS
\$709
1709

What Lockers Work with What Spaces?

Explore our wide variety of school lockers designed to accommodate students of any age in any educational environment. Full-size, vented, built-in, or stand-alone options are just a few of the many solutions available to fit your school's needs.

Antimicrobial Finishes

Lockers are often located in bustling areas that are full of touch points. Look for antimicrobial finishes that can help reduce the spread of germs from person-to-person.

Customized Options Available

Our sales and services team is at the ready to help you find the right solution for your grade level, budget, and building needs. Call us today to start the design and build process.

Complimentary Space Planning Services

No matter the size or scale of your project, our in-house design team can assist with planning out the intricacies of a large-scale locker install.

View our complete selection of lockers
Search: **Lockers** @NBF.com

NBF SIGNATURE SERIES

NEW!

Antimicrobial Solutions For Safe and Healthy Schools

ANTIMICROBIAL COLLECTION

Coated with antimicrobial paint, these lockers help prevent the spread of harmful odor and stain-causing bacteria as well as other microorganisms. Heavy-duty steel construction, rubber bumpers, door stiffeners, and smooth-action latching ensures that these lockers are a durable, safe solution for your school.

- Welded steel construction with antimicrobial paint
- Accepts standard padlocks
- Three coat hooks on interior of locker

✂ Fully assembled; must be bolted to the wall and/or floor

KEY NO.	DESCRIPTION	WxDxH	1	2+
A 31921	2-Tier Lockers (3 wide)	36"x18"x72"	\$639	\$619
B 31920	2-Tier Lockers (1 wide)	12"x18"x72"	259	239

GSA CONTRACT Listed in blue

Choose Color:



AS LOW AS
A \$619



NBF SIGNATURE SERIES

NEW!

Safe, Secure Storage

FOUNDATION COLLECTION

Provide a place for students and staff to keep personal belongings safe and secure. These non-vented metal lockers are available in a number of different configurations to meet your storage needs.

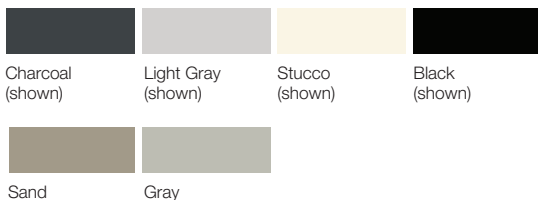
- Steel framing with 21-gauge metal panels and durable powdercoated finish
- Single Tier lockers have a single fixed shelf and full width wardrobe bar, 2-Tier lockers have a two pronged coat hook on the back panel of each locker.
- Each locker door has a numbered lock with a unique key number for increased security

✂ Fully assembled; custom item and non-returnable

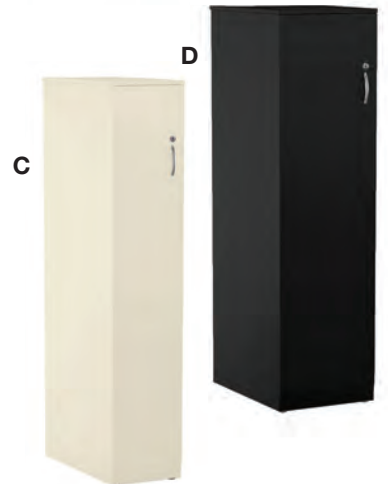
KEY NO.	DESCRIPTION	WxDxH	PRICE
C 36714	12"W Single Tier Locker	12"x24"x66"	\$995
D 36718	18"W Single Tier Locker	18"x18"x66"	1069
E 36728	2-Tier Lockers (2 wide)	24"x18"x66"	1595
F 36731	4-Tier Lockers (2 wide)	24"x18"x66"	1995

GSA CONTRACT Listed in blue

Choose Color:



E \$1595





National Business Furniture, LLC

770 South 70th Street
Milwaukee, WI 53214

ORDERS & PRODUCT INFORMATION

800-558-1010

M-F: 7:30 AM-9 PM SAT-SUN: 9 AM-7 PM (EST)
FAX: 800-329-9349 www.NBF.com



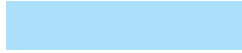
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Presorted
Marketing
U.S. Postage
PAID
National Business
Furniture, LLC



Source Code



Priority Code: Expedite your order

Catalog 48ED1

The NBF Difference

Our products are backed by our
LIFETIME GUARANTEE

Thousands of products
SHIP TODAY



\$479

ITEM #220086

\$219

ITEM #220078

\$249

ITEM #220080

\$409

ITEM #220081

\$195

ITEM #220076

\$409

ITEM #220082

NEW!

Shapes for Here, There, and Everywhere

Inside? Outside? Classroom? Collaborative space? Anywhere your imagination takes you, this collection is here to accommodate. Students and teachers can both enjoy the festive color palette and endless layouts of this fun and funky set of shapes. Durable plastic construction ensures that each piece can be used both indoors and outdoors to add flexible seating to any environment.

To learn more about the versatile indoor/outdoor *Tenjam Collection* see page 35 or Search: **Tenjam** @ NBF.com

Association of Educational Purchasing Agencies

Tabulation Report IFB #022-A - Furniture

Vendor: School Specialty

General Comments: Please review all the documents we have submitted and if you have any questions please email bidnotices@schoolspecialty.com.

General Attachments:

Financial Health Documents are confidential; available upon request.

Price lists and catalogs are available (large files); request as needed.

- Exhibit A - Financial Health Documents - School Specialty LLC - 2018 Financial Reports.pdf
- Exhibit A - Financial Health Documents - School Specialty LLC - 2019 Financial Reports.pdf
- Exhibit A - Financial Health Documents - School Specialty LLC - 2020 Financial Reports.pdf
- Exhibit A - Financial Health Documents-School Specialty LLC-Dun - Bradstreet Report 01 03 20.pdf
- Exhibit A - Financial Health Documents-School Specialty LLC-Dun - Bradstreet Report 01 10 19.pdf
- Exhibit A - Financial Health Documents-School Specialty LLC-Dun - Bradstreet Report 06 15 18.pdf
- Exhibit A - Financial Health Documents-School Specialty LLC-Dun - Bradstreet Report 11 02 20.pdf
- Exhibit A - Financial Health Documents - School Specialty LLC - PNC Bank Letter (8-26-21).pdf
- Exhibit B - Marketing Plan - School Specialty LLC.pdf
- Exhibit C - Warranties, Additional Services - School Specialty LLC.pdf
- Exhibit D - Additional Discounts - School Specialty, LLC.pdf
- Part C - State - Specific Forms - School Specialty LLC.pdf
- Part D - Questionnaire - School Specialty LLC.pdf
- Part E - Signatures Forms - School Specialty LLC.pdf
- Part F - Pricing Schedule - School Specialty LLC.xlsx
- Price List-Catalog - School Specialty LLC - AIS - Divi Fast Track.pdf
- Price List-Catalog - School Specialty LLC - AIS - Seating.pdf
- Price List-Catalog - School Specialty LLC - AIS - Systems, Casegoods - Tables.pdf
- Price List-Catalog - School Specialty LLC - Bretford.pdf
- Price List-Catalog - School Specialty LLC - Brodart.pdf
- Price List-Catalog - School Specialty LLC - Carpets for Kids.pdf
- Price List-Catalog - School Specialty LLC - CEF.pdf
- Price List-Catalog - School Specialty LLC - Childcraft.pdf
- Price List-Catalog - School Specialty LLC - Children's Factory.pdf
- Price List-Catalog - School Specialty LLC - Classroom Select.pdf
- Price List-Catalog - School Specialty LLC - Copernicus.pdf
- Price List-Catalog - School Specialty LLC - Diversified Woodcrafts.pdf
- Price List-Catalog - School Specialty LLC - Draper AV421.pdf
- Price List-Catalog - School Specialty LLC - Draper FlexShade.pdf
- Price List-Catalog - School Specialty LLC - Dukane.pdf
- Price List-Catalog - School Specialty LLC - EKO.pdf
- Price List-Catalog - School Specialty LLC - Elkay.pdf
- Price List-Catalog - School Specialty LLC - Eurotech.pdf
- Price List-Catalog - School Specialty LLC - Everlast Climbing.pdf
- Price List-Catalog - School Specialty LLC - Field Control.pdf
- Price List-Catalog - School Specialty LLC - Fire King.pdf
- Price List-Catalog - School Specialty LLC - Flagship Carpets.pdf
- Price List-Catalog - School Specialty LLC - Fleetwood.pdf
- Price List-Catalog - School Specialty LLC - Fomcore.pdf
- Price List-Catalog - School Specialty LLC - Foundations Worldwide INC.pdf
- Price List-Catalog - School Specialty LLC - Ghent.pdf
- Price List-Catalog - School Specialty LLC - Global Furniture Group.pdf
- Price List-Catalog - School Specialty LLC - Global Office to Go.pdf
- Price List-Catalog - School Specialty LLC - Haskell.pdf
- Price List-Catalog - School Specialty LLC - High Point.pdf
- Price List-Catalog - School Specialty LLC - Hon.pdf
- Price List-Catalog - School Specialty LLC - Interior Concepts.pdf
- Price List-Catalog - School Specialty LLC - Ironwood.pdf
- Price List-Catalog - School Specialty LLC - Jaypro.pdf
- Price List-Catalog - School Specialty LLC - KFI Studios.pdf
- Price List-Catalog - School Specialty LLC - Luxor.pdf

Association of Educational Purchasing Agencies

Tabulation Report IFB #022-A - Furniture

Vendor: School Specialty

Price List-Catalog - School Specialty LLC - Martin Yale Industries.pdf
Price List-Catalog - School Specialty LLC - Media Technologies.pdf
Price List-Catalog - School Specialty LLC - Mien.pdf
Price List-Catalog - School Specialty LLC - Monaco.pdf
Price List-Catalog - School Specialty LLC - Mooreco Compass.pdf
Price List-Catalog - School Specialty LLC - Mooreco Modular Soft Seating.pdf
Price List-Catalog - School Specialty LLC - Mooreco.pdf
Price List-Catalog - School Specialty LLC - National Public Seating - Oklahoma Sound.pdf
Price List-Catalog - School Specialty LLC - National Recreation Systems.pdf
Price List-Catalog - School Specialty LLC - OFM.pdf
Price List-Catalog - School Specialty LLC - Palmer Hamilton Hive Lounge.pdf
Price List-Catalog - School Specialty LLC - Palmer Hamilton Hive.pdf
Price List-Catalog - School Specialty LLC - Palmer Hamilton Mobile.pdf
Price List-Catalog - School Specialty LLC - Paragon Furniture.pdf
Price List-Catalog - School Specialty LLC - Paragon IND.pdf
Price List-Catalog - School Specialty LLC - Perpetual.pdf
Price List-Catalog - School Specialty LLC - Plymold.pdf
Price List-Catalog - School Specialty LLC - Republic Storage.pdf
Price List-Catalog - School Specialty LLC - Safco.pdf
Price List-Catalog - School Specialty LLC - Sandusky Lee.pdf
Price List-Catalog - School Specialty LLC - Screenflex.pdf
Price List-Catalog - School Specialty LLC - Securitech Group.pdf
Price List-Catalog - School Specialty LLC - Sedia Systems.pdf
Price List-Catalog - School Specialty LLC - Sico.pdf
Price List-Catalog - School Specialty LLC - Skutt.pdf
Price List-Catalog - School Specialty LLC - Stevens Ind ID Systems.pdf
Price List-Catalog - School Specialty LLC - Stevens Ind Tot Mate.pdf
Price List-Catalog - School Specialty LLC - Tenjam.pdf
Price List-Catalog - School Specialty LLC - Tesco.pdf
Price List-Catalog - School Specialty LLC - Ubtech.pdf
Price List-Catalog - School Specialty LLC - Ultraplay.pdf
Price List-Catalog - School Specialty LLC - Ultrasite.pdf
Price List-Catalog - School Specialty LLC - Vanerum.pdf
Price List-Catalog - School Specialty LLC - Waddell.pdf
Price List-Catalog - School Specialty LLC - WB Manufacturing.pdf
Price List-Catalog - School Specialty LLC - ZK Teco.pdf



Part D - Questionnaire

AEPA 022

Furniture

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part D – Questionnaire – Name of Company**”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: School Specialty, LLC

Company Address: W6316 Design Drive

City, State, zip code: Greenville, WI 54942

Website: www.schoolspecialty.com

Contact Person: Greg Harbaugh

Title: Vice President of Business Development

Phone: 1-888-388-3224

Email: bidnotices@schoolspecialty.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: public company X privately owned company

In what year was this business started under its present name? 2020

Under what additional, or, former name(s) has your business operated? _____

School Specialty was incorporated in 1959 as Valley School Supply. The company's sales grew consistently during its first 30 years of existence but began to struggle financially in the mid-1980's due to losses generated by several non-core businesses. In 1988, Dan Spalding, son of one of the founders, joined the company as CEO. Dan sold off many of the non-core businesses and completed a significant number of strategic acquisitions during the next 13 years. School Specialty became publicly traded in 1998 and was reincorporated in the State of Wisconsin on July 20, 2000. School Specialty organized its operating businesses into 2 operating groups -Educational Resources and Publishing. The Educational Resources Group provides the industry's broadest range and deepest assortment of supplies, instructional products and services in the early childhood to the grade 12 market. The Publishing Group provides standards-based curriculum products, supplemental curriculum materials and student assessment and interventions tools. In June 2013, School Specialty reincorporated in the State of Delaware. Mr. Joseph Yorio has been President and Chief Executive Officer at School Specialty, Inc., since April 2014. He is an accomplished executive with over 20 years of experience working with large multi-national corporations in the manufacturing, distribution, supply chain, logistics, and security and defense industries. On September 15th, 2020 School Specialty, INC was acquired

by SSI Acquisition, LLC, an entity formed for the purpose of acquiring the business of School Specialty INC.; entity to be renamed School Specialty, LLC.

Is this business a corporation? No Yes. If yes, complete the following:
Date of Incorporation: _____
State of Incorporation: _____
Name of President: _____
Name(s) of Vice President(s): _____
Name of Treasurer: _____
Name of Secretary: _____

Is this business a partnership? No Yes. If yes, complete the following:
Date of Partnership: September 15th, 2020
State Founded: Wisconsin
Type of Partnership, if applicable: LLC
Name(s) of General Partner(s): TWC Direct Lending LLC, TWC Direct Lending Strategic Ventures LLC, West Virginia Direct Lending LLC, TCW Brazos Fund, TCW Skyline Lending LP, Cerberus AUS Levered Holdings LP, Cerberus AUS Levered Holdings III LLC, Cerberus Offshore Levered III Holdings II LP, Cerberus Redwood Levered Load Opportunities Fund A, L.P., Cerberus ICQ Offshore Loan Opportunities Master Fund L.P., Cerberus SWC Levered Holdings II LP, Cerberus Redwood Levered Loan Opportunities Fund B, L.P., LCP SSI, LLC

Is this business individually owned? No Yes. If yes, complete the following:
Date of Purchase: _____
State Founded: _____
Name of Owner/Operator: _____

Is this business different from those identified above? No Yes
If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? No Yes

Is this business minority-owned? No Yes

Does this business have an Affirmative Action plan/statement? No Yes

Business Headquarter Location

Business Address: W6316 Design Drive
City, State, zip code: Greenville, WI 54942
Phone: 1-888-388-3224
How long at this address?: Since 2001

Business Branch Location(s)

Branch Address: Business Headquarters & Greenville Distribution Center – W6316 Design Dr.
City, State, zip code: Greenville, WI 54942
Branch Address: Mansfield Office & Distribution Center – 100 Paragon Parkway
City, State, zip code: Mansfield, Ohio 44903
Branch Address: Lancaster Distribution Center – 140 Marble Drive
City, State, zip code: Lancaster, PA 17601
Branch Address: Nashua Distribution Center – 80 Northwest Blvd.
City, State, zip code: Nashua, NH 03063
Branch Address: Bird in Hand Manufacturing – 3031 Industry Drive
City, State, zip code: Lancaster, PA 17603
Branch Address: Califone – 1145 Arroyo Ave.

City, State, zip code	San Fernando, CA 91340
Branch Address	Bellingham Office – 400 Sequoia Drive Suite 200
City, State, zip code	Bellingham, WA 98226
Branch Address	Lombard Office – 701 E. 22 nd St.
City, State, zip code	Lombard, IL 60148
Branch Address	Jacksonville Office – 3333 Hendricks Ave
City, State, zip code	Jacksonville, FL 32207

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	\$549,611,527	\$423,980,577	\$325,010,252
Higher Education Institutions	\$3,041,633	\$1,580,614	\$1,077,653
Counties, Cities, Townships, Villages	\$5,113,833	\$2,850,732	\$1,855,169
States	\$3,038,235	\$2,471,965	\$1,041,761
Other Public Sector & Non-profits	\$1,894,624	\$1,448,387	\$1,021,358
Private Sector	\$73,028,559	\$66,892,443	\$37,506,685
Total	\$635,728,411	\$499,224,718	\$367,512,878

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	\$183,402,425	\$145,564,214	\$86,654,978
Higher Education Institutions	\$418,548	\$702,499	\$342,944
Counties, Cities, Townships, Villages	\$3,732,043	\$1,710,467	\$1,072,259
States	\$540,620	\$525,451	\$183,106
Other Public Sector & Non-profits	\$488,751	\$460,122	\$240,683
Private Sector	\$17,836,832	\$13,085,605	\$4,923,990
Total	\$206,419,219	\$162,048,358	\$93,417,960

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Greg Harbaugh	VP of Business Development	856-217-8307	Greg.harbaugh@schoolspecialty.com
Sales Manager	Greg Harbaugh	VP of Business Development	856-217-8307	Greg.harbaugh@schoolspecialty.com
Customer & Support Manager	Leonard Adkins	Bids & Quotes Team Manager	419-589-1656	Leonard.adkins@schoolspecialty.com
Distributors, Dealers, Installers, Sales Reps	Greg Harbaugh	VP of Business Development	856-217-8307	Greg.harbaugh@schoolspecialty.com
Consultants & Trainers	Wade Seeley	Director Learning Environments Sales	385-315-7653	Wade.seeley@schoolspecialty.com
Technical, Maintenance & Support Services	Kurt Vanhandel	Business Manager	920-205-0179	Kurt.vanhandel@schoolspecialty.com

Quotes, Invoicing & Payments	Leonard Adkins	Bids & Quotes Team Manager	419-589-1656	Leonard.adkins@schoolspecialty.com
Warranty & After the Sale	Leonard Adkins	Bids & Quotes Team Manager	419-589-1656	Leonard.adkins@schoolspecialty.com
Financial Manager	Kevin Baehler	CFO-EVP	920-882-5882	Kevin.baehler@schoolspecialty.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
1	Guntersville	AL
1	Troy	AL
1	Cave Creek	AZ
3	Chandler	AZ
2	Phoenix	AZ
1	Queen Creek	AZ
1	Elk Grove	CA
1	Escondido	CA
1	Fresno	CA
1	Glendora	CA
1	Homewood	CA
1	Irvine	CA
1	La Crescenta	CA
1	Loomis	CA
1	Los Angeles	CA
1	Mill Valley	CA
1	Montclair	CA
1	Orangevale	CA
1	Poway	CA
1	Rancho Santa Margarita	CA
1	Rocklin	CA
3	San Diego	CA
1	San Ramon	CA
1	Santa Cruz	CA
1	Saratoga	CA
1	Stocken	CA
2	Colorado Springs	CO
1	Denver	CO
1	Lakewood	CO
1	Longmont	CO
1	Monument	CO
1	Parker	CO
1	Stamford	CT
1	Suffield	CT
1	Fort Myers	FL
12	Jacksonville	FL
2	Miami	FL
1	Miami Shores	FL
2	Ocala	FL
1	Sunrie	FL
1	Winter Park	FL
1	Pembroke Park	FL
1	Punta Gorda	FL
1	Acworth	GA

2	Alpharetta	GA
1	Atlanta	GA
1	Cumming	GA
1	Marietta	GA
1	West Des Moines	IA
1	Boise	ID
1	Meridian	ID
1	Algonquin	IL
1	Alton	IL
1	Arlington Heights	IL
1	Batavia	IL
1	Crestwood	IL
1	Darien	IL
1	Harwood Heights	IL
17	Lombard	IL
1	McHenry	IL
1	Oak Park	IL
1	Oswego	IL
1	Palatine	IL
1	Port Barrington	IL
1	Carmel	IN
1	Greencastel	IN
1	Anthony	KS
1	Bowling Green	KY
1	Louisville	KY
1	Mount Sterling	KY
1	Mandeville	LA
1	Prairieville	LA
1	Shreveport	LA
1	Andover	MA
1	Chicopee	MA
1	Longmeadow	MA
2	North Attleboro	MA
1	Westfield	MA
1	Cambridge	MA
1	Abingdon	MD
1	Columbia	MD
1	Crofton	MD
1	Edgewater	MD
1	Ellicott City	MD
1	Gaithersburg	MD
1	Kentwood	MI
1	Plymouth	MI
1	Southfield	MI
1	Walloon Lake	MI
1	Otsego	MN
1	St. Michael	MN
1	Centertown	MO
1	Kansas City	MO
1	Lee's Summit	MO
1	Saint Louis	MO
1	St. Louis	MO
1	Biloxi	MS

1	Terry	MS
1	Cramerton	NC
1	Gastonia	NC
1	High Point	NC
1	Raleigh	NC
1	Winston Salem	NC
1	Omaha	NE
1	Allentown	NH
1	Haskell	NH
1	Manchester	NH
6	Nashua	NH
1	Mantua	NJ
1	Marlton	NJ
1	Neptune	NJ
1	Pennsauke	NJ
1	Ridgewood	NJ
1	Sicklerville	NJ
1	Stratford	NJ
1	Toms River	NJ
1	Albuquerque	NM
1	Henderson	NV
1	Astoria	NY
1	Baldwinsville	NY
1	Dix Hills	NY
1	Long Beach	NY
1	New York	NY
1	Northport	NY
1	Parish	NY
1	Rochester	NY
1	Tuexdo Park	NY
1	Beaverton	OH
1	Dover	OH
1	Hudson	OH
3	Lakewood	OH
3	Mansfield	OH
1	Oregon	OH
1	Van Wert	OH
1	Westerville	OH
1	Edmond	OK
1	Tahlequah	OK
1	Bend	OR
1	Eugene	OR
1	Portland	OR
1	Allentown	PA
1	East Fallowfield	PA
1	Havertown	PA
1	Mechanicsburg	PA
1	Pittsburgh	PA
1	Walnutport	PA
1	Washington	PA
1	West Chester	PA
1	Anderson	SC
2	Columbia	SC

1	Piedmont	SC
1	Rock Hill	SC
1	Germantown	TN
1	Murfreesboro	TN
1	Nashville	TN
1	Arlington	TX
1	Buckanan	TX
1	Carrollton	TX
1	Cypress	TX
2	Dallas	TX
2	Fort Worth	TX
5	Houston	TX
1	Irving	TX
1	Little Elm	TX
1	McAllen	TX
1	N Richland Hills	TX
1	New Braunfels	TX
1	New Caney	TX
1	Plano	TX
3	San Antonio	TX
1	Bountiful	UT
1	Salt Lake City	UT
1	Smithfield	UT
1	Chesterfield	VA
1	Herndon	VA
1	Leesburg	VA
1	Newport News	VA
2	Richmond	VA
1	Stafford	VA
15	Bellingham	WA
1	Federal Way	WA
1	Lacey	WA
1	Lake Tapps	WA
2	Vancouver	WA
1	Chelan	WA
1	Appleton	WI
1	Chilton	WI
1	Chippewa Falls	WI
1	Elm Grove	WI
45	Greenville	WI
1	Kenosha	WI
2	Neenah	WI
2	Oshkosh	WI
1	Pulaski	WI
1	Stevens Point	WI

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

School Specialty has not only a full-time active training department, but a sales/training/business development department specifically dedicated to cooperative contracts and strategic agreements. A new training module will be developed regarding the new contract and will be deployed to the School Specialty sales force.

In addition, the Co-ops & Strategic Agreement team serves as Subject Matter experts for the School Specialty sales force to continually provide insight and training throughout the year regarding the awarded contract.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

In addition to the dedicated Co-ops & Strategic Agreements Business Development team, School Specialty has both an outside network of sales professionals and an inside sales network, comprised of over 300 individuals across the United States. We also have a dedicated sales force that specifically focuses on furniture sales and projects known as our Learning Environments team. These sales professional focus solely on addressing the complexity and challenges of new school build projects and classroom/school renovations.

- Projects by Design®
 - No-cost, collaborative, turnkey service
 - Design and project management
 - Design Services with designers on staff
 - Dedicated operations group based out of Mansfield, Ohio focused solely on project management and installations
- Nationwide network of installers
- Educational Subject Matter Experts
- Quick Ship program
- Professional Development and CEU offerings
- Variety of well-known national and proprietary brands across price-points
- Partnership at every step - transactional to project based
- Online order
 - Procurement Integration
- Customer Care

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Product – the manufacturers School Specialty LLC has offered in our response will enable us to provide items and services to all AEPA member end users regardless of type of institution. Our manufacturers offer vast array of both stock and made to order product that will enable our company to provide product and services for all furniture categories listed in Part B Specifications (Scope of Services) and many more areas of their buildings. With our extensive product offering, we've able to provide product to end users in all 50 states and internationally. We've included in our response the manufacturers price lists/catalogs that are evidence of the wide array of product our company can offer to AEPA users to meet or exceed their needs.

School Specialty also have an extensive line of proprietary items from our own Classroom Select and Childcraft brands that we offer stock and made to order items along with quick ship capabilities that our customers take advantage of on an annual basis.

Services & Solutions – School Specialty can be AEPA end users' single source for all of their furniture needs and services. We have a national sales force that reaches every state of the country. We have general sales representatives along with furniture experts (Senior Learning Environment Specialists, Learning Environment Specialists, and Learning Environment Assistants) that will work with the individual AEPA members on their furniture needs or projects.

We can provide thousands of different type of product along with a National Sales Team, budget building, Design Services, needs analysis, project management, customer service, company website for tracking orders/reviewing product/report customer service issues, online chat service and much more.

School Specialty has a national sale force model which will enable us to provide service to AEPA members in all 29 states. We have multiple sales team members in each state that will allow us to provide service to AEPA end users in a timely manner. The sales teams includes our Regional Sales Managers (RSM's), Strategic Account Managers (SAM'S), Strategic Account Reps (SAR'S), Our Inside Sales Managers (ISM's), Inside Sales Reps (ISR's), Learning Environment Reps (Furniture Reps), Learning Environment Specialists (Capital Projects Furniture), Learning Environment Assistants (LEA), and our category Subject Matter Experts (SME's).

Customer and Support Service:

School Specialty currently employs approximately 119 dedicated, full-time Customer Care associates. During the summer months, to ensure service levels are satisfied, we employ an additional 39 full-time associates in Customer Care.

Customer care metrics and goals are as follows:

- Phone Service level - 80% of all calls answered within 30 seconds.
- Orders processed within 2 business days.
- Email issues/requests reviewed within 24 hours.
- Customer care is available Monday-Friday 7:00 am to 6 pm CST at 888-388-3224.
- Live Chat is available Monday- Friday 8:00 am to 5:00 pm CST.

We continuously strive to enhance our efficiency and productivity by seeking out state of the art technology.

Freight companies – we do not have our own fleet of trucks; however, we have contracts with 41 trucking firms nationally that enables us to provide timely delivery services to our customers nation wide without having to scramble to locate carriers. We also utilize our manufacturers carriers as well which is an extra layer of service we provide to our customers.

We have a network of 215 professional installation subcontractors through-out the country that enables us to provide outstanding installation services for any order/project that requires theseservices. Many of our installers have their own warehouses which is a benefit to coordinating deliveries and installations and allows us options if schools are not ready to take deliveries.

Many of these services are outlined in more details in various sections of our response including the “Value Added” area.

More information about Products, Services & Solutions is answered in the previous answer.

If offering Design Services in your response, describe how the process works between your company and the customer.

We are in partnership with our customer. Our Project Team that consist of a Learning Environment Specialist, Interior Designer & Learning Environment Project Specialist will collaborate with the customer to develop a design concept and space layouts from the information gathered during our discovery meeting with the customer. We have 6 essential design elements that we will cover with the client to make sure all needs are meant in the design. School Specialty will present preliminary 2d and 3d drawings for your feedback, color and finish recommendations, renderings and project call out showing product images and final finish selections. We will also include renderings. Our final drawings and finishes will generate furniture specifications for pricing and order entry. Our Design services are a collaboration of our team working with the client to tailor the client’s needs from budget to design. Please review additional information that is provided in Exhibit C about School Specialty Design Services.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

As a manufacturer of our own proprietary product lines, Classroom Select and Childcraft, and along with our tremendous partnerships with the manufacturers listed in our bid response, and over 200 installation partners, we can provide product and services nationally. We also hold contracts with national, regional, and local freight carries that enable School Specialty to provide products to every state within the country.

AEPA member agencies can contact their local School Specialty sales team member, Bids & Quotes Team, Customer Care, or visit our website for quotes, order status, product information, or much, much more. Combined, School Specialty has more than 600 associates in these departments that can help AEPA members with for all their furniture needs.

Orders without installation services are processed by our Customer Care Department. AEPA members can contact their local sales representatives, Customer Care, or visit our website for order status information; new ideas & resources; product we offer/professional development information, product questions, report service-related issues; questions relating to their accounts, and much, much more.

Orders with installation services are processed by our Project Management Team. This team will work with school district designated personnel from the very beginning of their projects to final punch list sign off including any subsequent warranty related issues if applicable. This group is a one-stop solution for all orders/projects requiring installation services. This is a free, no cost solution to AEPA members.

The Project Teams will work with school districts' designated personnel, our suppliers, freight companies, and installation partners to coordinate all facets of the orders/projects.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Service/Support	Greenville	WI
Distribution	Greenville	WI
Service/Support	Mansfield	OH
Distribution	Mansfield	OH
Distribution	Lancaster	PA
Distribution	Nashua	NH

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

School Specialty LLC does not have distributors; however, we utilize a network of **216** third -party installation companies as our partners for projects/orders requiring installation or local warehousing services. Although we use installation subcontractors, they must meet a stringent set of guidelines set forth to them prior to becoming a part of our team:

- Follow all federal, state, and local laws and regulations.
 - All employees who perform installation work on school district grounds in any state must be able to pass background checks.
 - Companies must have and maintain proper insurance coverages.
 - Must have past experience in installing furniture and equipment in the education market
1. Our Installation Managers conduct a thorough remote/in-person qualifying process for new subcontractors/installers.
 2. We ask a series of questions to determine overall competency of the potential installer.

3. Potential installers are asked to provide customer references for at least the last two years.
4. Throughout the qualifying process we determine the potential size of their crew, access to formal temporary services, determine what type of equipment they have available to their crews, and determine if they have other branches within the State/Country that could be used.
5. Our sales team or field project managers will travel to the potential contractor's location and conduct an in-person interview while reviewing their local facility.
6. The installer will also identify what types of installation work they are certified/able to conduct, this ranges from auditorium seating and casework to classroom furniture and office furniture.
7. If an installer passes the qualification phase, then we proceed with setting them up as a subcontractor for School Specialty.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Please find attached our list of 224 active subcontracted installers that we use. You will find the areas/territories they are available to service along with our national coverage installers. List is attached to Part D at the end of the document starting on page 27.

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

School Specialty acknowledges and fully embraces the MWBE participation request and requirements. We are committed to working with and adding MWBE certified vendors to our supply chain as we continue to earn AEPA business across the country.

Our many years of contracting with MWBE's has given us the experience and ability to build an engagement process that exceeds minimum requirements and compliance. We look forward to presenting our strategic MWBE plan for AEPA and will welcome your input as to our planned implementation. We attend and participate in most national and regional conferences of WBENC and NMSDC organizations annually.

School Specialty's process begins with the utilization of databases of both the NMSDC and WBENC to source certified businesses in many business verticals. We then began the due diligence process of business validation and capabilities measurements. Once this step is completed we then match our requirements and business standards with our prospective partners.

Currently School Specialty has a database of diverse suppliers that stretch across the United States that have completed our process that we utilize on a daily basis.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

School Specialty Equal Employment Opportunity and Affirmative Action Statement of Policy

It is the policy of School Specialty, LLC not to discriminate or allow the harassment of employees or applicants on the basis of sex, gender identity, sexual orientation, race, color, age, genetics, religious creed, national origin, physical or mental disability, protected Veteran status, or any other characteristic protected by law with regard to any employment practices, including recruitment, advertising, job application procedures, hiring, upgrading, training, promotion, transfer, compensation, job assignments, benefits, and/or other terms, conditions, or privileges of employment, provided the individual is qualified, with or without reasonable accommodations, to

perform the essential functions of the job. This policy applies to all jobs at the Company. The Company will continue to ensure that individuals are employed, and that employees are treated during employment, without regard to their sex, gender identity, sexual orientation, race, color, age, genetics, religious creed, national origin, physical or mental disability, protected Veteran status, or any other characteristic protected by law in all employment practices as follows:

Employment decisions at the Company are based on legitimate job-related criteria. All personnel actions or programs that affect qualified individuals, such as employment, upgrading, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination based upon the individual's sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected Veteran status, or any other characteristic protected by law.

Employees may choose to voluntarily disclose their sex, race, national origin, disability, and protected Veteran status at any time by contacting Human Resources. Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions. Employees and applicants with disabilities and disabled Veterans are encouraged to inform Human Resources if they need a reasonable accommodation to perform a job for which they are otherwise qualified. The Company makes, and will continue to make, reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or employee to promote the employment of qualified individuals with disabilities and disabled Veterans, unless such accommodations would impose an undue hardship on the operations of the Company's business.

School Specialty, LLC and our CEO are fully committed to principals of equal employment opportunity and affirmative action. As EVP-CFO, I support the successful implementation of the Company's Affirmative Action Programs. I have appointed Laura Ackmann, Affirmative Action and Equal Opportunity Officer for the Company, with responsibility for implementation of the Company's affirmative action activities. The Affirmative Action and Equal Opportunity Officer has the full support of top management and the staff necessary to fully implement this Program. All managers and supervisors will take an active part in the Company's AAP to ensure all qualified employees and prospective employees are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, School Specialty, Inc. will solicit the cooperation and support of all employees for the Company's Equal Employment Opportunity and Affirmative Action Policy.

Our Affirmative Action Programs include an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of our Programs. The Affirmative Action and Equal Opportunity Officer has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the policy of affirmative action. In accordance with public law, the Company's affirmative action programs for qualified individuals with disabilities and protected Veterans are available for inspection in the Human Resources Department, Monday through Friday, from 8:00 a.m. to 5:00 p.m. upon request.

In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review or hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Executive Order 11246, all as amended, and/or any other federal, state, or local law or regulation regarding equal employment opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations. School Specialty, LLC will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

School Specialty would work diligently with participating AEPA member agencies whenever desire to meet their local MWBE requirements. We would utilize our current available MWBE companies; however, if they do not suit the needs of the member agencies, we have the ability to reach out to multiple state, regional and national organizations and work with them to meet the requirements of the participating agencies.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

School Specialty currently has MWBE Reseller agreements for distribution of our proprietary product categories nationally. In addition we have logistics and installation agreements with MWBE's based on geographical needs by local districts.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Helen Schleis	Mgf-Marketing Sr.	678-823-5125	Helen.schleis@schoolspecialty.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

School Specialty employs a dedicated Learning Environments marketing team as well as a Co-op & Strategic Agreements marketing contact. During the year, School Specialty utilizes an omni-channel approach to marketing to our K-12 education end-user customers. This approach can include (see attached examples):

- Email
- Web site: Schoolspecialty.com/classroom-select
- Social Media
 - Facebook
 - Instagram
- Display Ads
- Print collateral
- Printer advertising
- Trade shows & events
- Media relations
- Vendor marketing promotions
- Promotional & training videos
- Case studies
- Thought-leadership articles
- Professional Development
- Marketing collateral for distribution via School Specialty sales representatives.

A list of Fiscal Year 2019-2020 learning environment conventions and conferences is attached in Exhibit B.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

School Specialty will market the resulting contract to eligible Member Agencies through a series of print collateral, social media, and email assets. Our dedicated Co-ops & Strategic Agreements team will provide a contract launch schedule which will include the assets.

The Co-ops & Strategic Agreements team will also engage with state level personnel at the Member Agencies to develop the best roll-out structure for their members. While School Specialty will provide a comprehensive nationwide roll-out plan, we believe that the individual discussions and partnership with the Member Agencies will provide a better experience for the schools and districts who will utilize the contract in those specific states. Knowing and understanding the specific needs and challenges within a state allows School Specialty to be more customized in our roll-out execution.

Differentiation of the new agreement from existing contracts lies in the following areas:

- Training on the new agreement to our sales force. Internal education regarding the features and benefits of the new contract and how to leverage this in our sales motion is key to the contract success.
- A comprehensive nationwide marketing plan
- A comprehensive state-level marketing and education plan to be utilized in partnership with the AEPA Member Agencies.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit B – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

The School Specialty Co-ops & Strategic Agreements team has developed a standard operating procedure for launching new contracts. This process includes:

- A series of 3-5 emails to identified members within a state (School Specialty identified)
- A corresponding landing page with contract information
- Follow-up sales tasks via School Specialty CRM system to interested individuals through the email series
- Social media via School Specialty social channels

School Specialty currently maintains an AEPA specific landing page with all current contract information at www.schoolspecialty.com/aeпа-co-op. This landing page will be updated with new contract information.

School Specialty currently provides all AEPA Member Agencies with a monthly “newsletter” of print material, blogs and webinars. Print material is typically co-branded with AEPA and the specific state agency. We will continue to provide Member Agencies with monthly marketing support via this channel.

Please see the attached Marketing Plan in Exhibit B for a more detailed look into potential marketing support.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

School Specialty believes that the environment is a precious gift. We take our commitment to the environment very seriously given that our environmental choices will help teachers and the students they serve understand the importance of making such a commitment themselves.

Respecting the environment is more than a good business practice — it is the right thing to do. We understand, acknowledge, and accept our responsibility for developing sustainable practices that meet our customers' needs and our financial goals while taking into account the welfare of future generations and their dependence on a healthy environment.

School Specialty is committed to protecting and preserving the earth's natural resources. To carry out this commitment, we:

- Assist our customers with their green initiatives, promoting environmentally friendly processes that will save money while saving the planet.
- Minimize the creation of waste by encouraging and promoting reduction, reuse and recycling in all of our activities.
- Conserve natural resources by reducing our consumption of energy and water.
- Strive to increase the quantity and types of products with post-consumer recycled content that we both use in our daily operations and sell to our customers.
- Source and promote environmentally friendly products for purchase by our customers.
- Encourage the protection of endangered forests by using paper, cartons, pallets and the like produced with fiber from sustainably managed forests.
- Ensure compliance with both the letter and the intent of all applicable environmental laws and regulations.
- In our continuous effort to creating a more sustainable environment, School Specialty recently achieved Platinum Certification Status with the Green Business Bureau.

School Specialty has invested resources in 3 areas as part of our commitment to preserving and protecting the environment. These areas include catalog marketing and distribution, office and distribution center operations and merchandising. An overview of each follows:

Catalog Marketing, Distribution & Circulation:

School Specialty has partnered with LSC Communications, a leading provider of print communications for the printing of our catalogs.

LSC's sustainability approach is reflected in a variety of practices across four categories.

- Resource Efficiency – identify, measure and continuously improve efficiencies associated with consumption and use of energy, raw materials, water and other resources.
- Green Procurement – they extend their influence across the breath of the supply chain by encouraging sustainable practices among suppliers and enabling them for customers.
- Reduce, Reuse, Recycle – everyday actions taking place in manufacturing, administrative and service facilities.
- Stewardship – striving to learn and share best practices through education, communication and demonstration.

LSC has been recognized by Corporate Responsibility Officer Magazine (CRO) as one of the 10 Best Corporate Citizens in its Media category, and they have been named multiple times on the Down Jones Sustainability Index (DJSI).

Office and Distribution Center Operations

- All offices and distribution centers are required to recycle all aluminum, paper, plastic and glass.
- Distribution center recycle all undamaged inbound cartons, corrugate and pallets.
- All purchased corrugate contains a minimum of 60% post-consumer recycled content.
- We do not accept any paper or corrugate that is sourced from forests that have been identified as endangered or "old growth" forests.
- Corrugate suppliers must obtain their fiber from forests managed under a credible forest certification scheme wherever possible or have procurement systems that are third party certified. We recognize the following certification schemes as credible: Sustainable Forestry

Initiative (SFI), Forest Stewardship Council (FSC), Canadian Standards Association (CSA), Pan-European Forestry Certification (PEFC), and the American Tree Farm System (ATFS).

- School Specialty has been pursuing energy efficient upgrades at all of our facilities including environmental improvements in lighting mechanical systems (including boilers, HVAC, motors), programmable thermostats and lighting controls.
- Temperatures in all of our buildings have been seasonally adjusted:

Office:

Occupied Hours:	68 degrees
Unoccupied Hours:	60 degrees

Warehouse:

Occupied Hours:	57 degrees
Unoccupied Hours:	57 degrees

Air Conditioning (office only):

Occupied Hours:	76 degrees
Unoccupied Hours:	82 degrees

Merchandising

School Specialty's entire Merchandising Team (VP, Directors, Category Managers, and Merchandise Managers) is focused on working with suppliers to improve our products and the impact on the environment. Every supplier is required to provide information on their products/company, including:

- Green Seal certification
- Recycled product and content of material
- Certification of wood sourcing
- Participation in Leadership and Energy & Environmental Design

This information is utilized to make Approved Supplier/Approved Item decisions on an everyday basis.

At School Specialty we are proud of our efforts and accomplishments in environmental stewardship, and we recognize that they are just a start. Each day we learn more about what we can do to improve and enhance our efforts to protect and preserve our environment for the benefit of generations to come. Improving on our green strategy is a never-ending process.

School Specialty deems at least 10% of its Core Products environmentally preferable, which includes products that are:

- Made from recycled materials
- Green Seal certified
- Energy Star rated
- Energy efficient, non-toxic, or biodegradable
- Green-Label certified to improve indoor air quality
- SCS (Scientific Certification Systems) certified
- FSC (Forest Stewardship Council) trademarked

Indicate if your company has any products in your offering that have any third-party environmental certifications.

Please see attached environmental third-party certifications from the manufacturers in our offering that have the third-party certifications. For the companies that do not, our Corporate Merchandising Team is working with them to confirm when they will participate in some type of environmental program. The Certifications start on Page 47.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

Please attached document outlining School Specialty Project Green Vision and Mission starting on Page 128.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

Currently, 30% of our suppliers we're offering within our response have environmental programs. Several more are currently in the process of creating programs for their companies.

School Specialty's entire Merchandising Team (VP, Directors, Category Managers, and Merchandise Managers) is focused on working with suppliers to improve our products and the impact on the environment. Every supplier is required to provide information on their products/company, including:

- Green Seal certification
- Recycled product and content of material
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- Energy efficient, non-toxic, or biodegradable
- Green-Label certified to improve indoor air quality
- SCS (Scientific Certification Systems) certified
- FSC (Forest Stewardship Council) trademarked

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

School Specialty offers Project By Design Services that include Design Services, Project Management, and has national access to installers, professional development and more. School Specialty is a Manufacturer of our own proprietary furniture line, Classroom Select, which we maintain inventory of product and have a quick ship items available. School Specialty has Subject Matter Experts (SME) in multiple field, I.E., early childhood product, art, Learning Environment furniture, etc. We also have SMEs that could help AEPA members in the field of professional development. Please review additional documentation in Exhibit C Additional Services that will provide additional details on these areas

The discounts we're offering in our bid response includes free freight.

As a value add School Specialty would like to offer a 14% discount and free freight off of our School Specialty Furniture and Equipment catalog list price. This offer also applies to furniture items available on the School Specialty website list price.

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

School Specialty has successfully integrated with all of the commonly used School and Government punchout-enabled software packages and is also integrated into marketplaces including Ariba, Oracle Supplier Network,

Equallevel, ESM, SciQuest, and more. School Specialty is integrated with Ariba-Standard cXML transactions, OCI (SAP) transactions, and other custom EDI transactions. School Specialty's eCommerce Team is available to work with the customer to configure and test the integration as well as support any errors going forward.

School Specialty has received \$79M in electronic transactions through the trailing 12 months and is integrated with over 1,100 customers electronically.

Here are some of the software providers School Specialty has built integrations with across many customers:

Peoplesoft

Oracle

SAP

Skyward

Equal Level

Escape

Infinite Visions

Munis

ESM eSchool Mall

Alio

Smart

PowerSchool Business Plus and eFinance Plus

Spendbridge

Here are some of the customers School Specialty has integrated with using the Ariba cXML standard:

Chicago Public Schools, Chicago IL

- Live since 2003
- \$4M in cXML sales transactions the last 12 months (71% of total sales)

Dallas Public Schools, Dallas TX

- Live since 2014
- \$1M in cXML sales transactions the last 12 months (36% of total sales)

BALTIMORE CITY

- Live since 2010
- \$672K in cXML sales transactions the last 12 months (65% of total sales)

Here are some of the customers School Specialty has integrated with using the OCI (SAP) standard:

Houston Independent School District, Houston TX 2011 \$1.8M

- Live since 2011
- \$1.1M in OCI sales transactions the last 12 months (58% of total sales)

Minneapolis Public Schools, Minneapolis MN

- Live since 2011
- \$263K in OCI sales transactions the last 12 months (65% of total sales)

Disclosures

Financial Health (REQUIRED): AEPA requires reports that describe the financial soundness of your organization. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years (2018, 2019, 2020), a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions. [*Financial Health Documents were emailed to George Wilson on 9/7, I did attached them in Exhibit A too.](#)

For confidentiality, respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at georgewilson.aepa@outlook.com. The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening.

Legal: Does this business have actions currently filed against it? X No Yes

If Yes, **AN ATTACHMENT IS REQUIRED:** List and explain current actions, such as, Federal Debarment (on US General Services Administration’s “Excluded Parties List”), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References				
Provide contact information of your business’s five largest public agency customers.				
Agency	Name	Title	Phone Number	Email
1. LAUSD	Orlando Pineda	Buyer	562-654-9458	Orlando.pineda@lausd.net
2. Philadelphia SD	Mary Lee	Capital Projects Coordinator	215-400-5223	mlee@philasd.org
3. Detroit PS	Sabrina Gujral	Executive Director of Procurement	313-873-6531	Sabrina.gujral@detroitk12.org
4. NYC DOE	Steve Ladolcetta	Assistant Direct, School Based Procurement	718-935-2087	sladolc@schools.nyc.gov
5. Chicago PS	Carisa Hubbard	Category Manager Procurement	773-553-3295	Cahubbard@cps.edu

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Undecided	X	X	X
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	X
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	X
Michigan	Yes	X	X	X
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X

Montana	yes	X	X	X
Nebraska	Yes	X	X	X
New Jersey	Yes	X	X	X
New Mexico	Yes	X	X	X
North Dakota	Yes	X	X	X
Ohio	Yes	X	X	X
Oregon	Yes	X	X	X
Pennsylvania	Yes	X	X	X
South Carolina	Yes	X	X	X
Texas	Yes	X	X	X
Virginia	Yes	X	X	X
Washington	Yes	X	X	X
West Virginia	Yes	X	X	X
Wisconsin	Yes	X	X	X
Wyoming	Yes	X	X	X

e-Commerce: Does this business have an e-commerce website? _____ **No** X **Yes**

If YES, what is the website? _____ www.schoolspecialty.com

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** X **Yes**

Does this business have a toll-free customers support phone option? _____ **No** X **Yes**

Does this business offer local customer and support service options? _____ **No** X **Yes**

State your normal delivery time (in days) and any options for expediting delivery.

Our normal delivery time range from 14 calendar days to 42 calendar days depending upon the product and if they are stocked at our suppliers' manufacturing plants or if they are custom items. On our individual quotes, we can provide lead times for each of our product lines.

School Specialty offers a full line of quick ship product from our Classroom Select and Childcraft proprietary lines at no additional cost that would deliver 5 -10 calendar days after receipt of orders.

We also offer expediting delivery with several of our manufacturers; however, depending upon the supplier and the product, there could be an upcharge which School Specialty would provide pricing on a quote by quote basis. Lead times for these manufacturers and their expedited delivery service range on average from 14 - 21 days depending upon the product.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

We fill the order when available unless the end user elects to receive split shipments. We do not partially cancel or cancel entire orders without consent from the end user. When notified of backorders, we offer the end user the option of split shipping their orders(ship the items that are available and the back order items when they are produced). We'll make every effort to minimize or waive additional shipping costs. However, back order items occur minimally, overwhelmingly we ship complete orders.

Describe your company's payment terms as well as any quick pay discounts.

School Specialty, LLC's payment terms are net 30 days. We do not offer quick pay discounts.

State your company's return policy and any applicable State restocking fees.

At School Specialty, we are committed to delivering only the highest quality merchandise ON TIME and ACCURATELY. We understand however, that unforeseen situations may occur and you may wish to return merchandise back to School Specialty.

Unused merchandise, in sellable condition, not meeting your satisfaction may be returned in its original or equal quality packaging within 30 days of the receipt of your order.

If you require a return due to our error or a manufacturer's error such as a duplicate order, duplicate item or an incorrect item, we will pay any return shipping costs and no restocking fee will apply. If a duplicate order or product is not reported, you will be billed for it.

If for any other reason, an item is being returned after 30 days, you will be required to pay the cost of return shipping and a restocking fee.

Most items will be subject to a 15% (25% Canada for U.S. suppliers) restocking fee.

All returned material must be in saleable condition, free of markings, writing, stamping, or shelf-worn appearance. All classroom sets or packaged materials must be returned as sold, with all student and teacher materials included. Classroom sets/ Kits or packaged product not returned in this fashion will be considered non-refundable and returned to sender. Materials may be returned via the least expensive carrier (use of tracking numbers is recommended).

Important: Returns without authorization will not be processed.

To initiate a return and receive the required return authorization, please contact Customer Service by email or phone.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

School Specialty has various special programs that will improve or enhance AEPA members ability to access our products, I.E., 24 hour web access to our easy to navigate website, as well as, access to our live web support team who can assist members with reviewing our vast product selection.

All of the manufacturers we are offering in our response have exemplary on-time delivery records; however, if expedited serviced is required, School Specialty has the ability to work with the suppliers to help them prioritize orders to ship on time. Many of the companies including School Specialty's proprietary lines of Classroom Select and Childcraft offer **quick ship programs** for selected product lines. Each year, we're adding additional lines to this program.

Please see our information listed in the Additional Services, Exhibit C that outlines the innovative and value add services we can offer all AEPA members. For example, we can offer Professional Development for teachers, administrators, and other district personnel along with Subject Matter Experts who specialize in specific areas, I.E., Furniture, Art, Science, etc... who all can provide members with expertise their specific

areas to help with their procurement needs. These along with other value add programs are outlined in the Additional Services, Exhibit C section of our response.

Pricing

Is your pricing methodology guaranteed for the term of the contract? _____ **No** X **Yes**

Will you offer customized price lists to participating entities as required per the pricing terms of Part A? _____ **No** X **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? _____ **No** X **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? _____ **No** X **Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ **No** X **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

X Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ **No** X **Yes**

If YES, identify which cooperative and the respective expiration date(s).
School Specialty participates in Local, Regional, State & National Contracts.

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

We lead with the contract the customer request School Specialty to use. However, if no contract is requested, we will review with the end user the advantages of using AEPA for their furniture purchasing.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

X	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? _____ **No** X **Yes**

If Yes, please indicate how the rate factor is determined and other cost factors below.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	


Exceptions

Instructions:

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Ryan M. Bohr Authorized Representative (Please print or type)	100 Paragon Parkway Mailing Address
President and Chief Executive Officer Title (Please print or type)	Mansfield, Ohio 44903 City, State, Zip
 Signature of Authorized Representative	September 2nd, 2021 Date


Deviations

Instructions:

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation

Ryan M. Bohr Authorized Representative (Please print or type)	100 Paragon Parkway Mailing Address
President and Chief Executive Officer Title (Please print or type)	Mansfield, Ohio 44903 City, State, Zip
 Signature of Authorized Representative	September 2nd, 2021 Date

List of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states.

Name of Installation Company	Coverage Areas	Minority Participation MBE, MWBE, HUB, VOSB(all certifications are enclosed in our response)
Core Group LTD of Illinois	Illinois, Indiana, Ohio, Michigan Wisconsin	
2 G Installation	NV	
A and M Laboratory Installations LLC	NY	
A Walecka & Son, Inc.	MA, Southern NH, ME	
A&L Scientific	NYC, Northern NJ, Upstate NY, Suffolk Counties	
Abels Fine Furniture Movers Inc	TX	
Advance Office Installations	Mid Atlantic Area	
Advanced Moving and Installation Technologies	Nation Wide	
Advanced Office Systems (AOS)	OH	VOSB
Advantage Moving & Storage, INC	48 States	
Alexanders Mobility Services	OR, WA	
All Abouts Sports Inc	IN, KY, OH, IL, MI WV	
All American Relocation	NC, SC, Eastern TN, Southern VA	
All Points of Texas	TX	
All Systems Go	NJ, NY	
Allied Systems Products (aka...SAX SYSTEMS LLC)	OR, WA	
Allwest	Western WA	
American Contractors of Baltimore	MD	
American Furniture Installation Inc	Philadelphia, NY, DC	
American Interior Systems	UT, WY, ID, CO, NV	
Ayer Moving & Storage	MA	WBE
B&B Installation	WI, MN	
B&L Distributors	IL	WBE
B&R Installations, Inc.	CT, MA	
Bart's Office, Inc.	TX, LA, MS, AL, FL	
Bay Area Installations, INC	Northern CA	
Bee's Keys	North Texas	
Bekins Northwest	WA	
Bentco Office Solutions, LLC	TN	
Blue Sky Installations	CO, UT	
Brad Constant Construction	CA	
Bradley B Pottery, LLC	Kilns Only VA, DC, MD, PA, WV	
Capitol North American	NV	
Central Florida Business	Central FL	
Chipman Relocation & Logistics	OR, WA	
Cody Wittrock Construction	Central ND	
Commercial Furniture Services (CFS)	Southern US	
Commercial Furniture Specialists	Nation Wide	
Commercial Furniture Transport Inc	NY, NJ, PA Metro & CT	
Commercial Works Inc	Nation Wide	
Complete Installations	MI and surrounding states	
Complete Office Installation	WA	
Configuration Chicago Inc	Milwaukee, Atlanta, Detroit, DC	
Corporate Desings & Installations	Nation Wide	
Corrigan Moving Systems	Western NY	
Createive Office Inc	CA	
Creative Office Solutions, Inc.	Southeast MO, Southern IL	
D Bryan Rice	VA	
D10 Specialties LLC	NATIONAL	
Danlloh Office Installations Inc.	Eastern Coast, NY to FL	
Daryl Flood Relocation Inc.	TX	
DBD LLC (aka: Deliveries by Derek)	CO	
Diamond Relocation, Inc.	MA, Southern NH, ME	
DivisionTen, LLC	FL & GA	
DM Transportation Management Services	Nation Wide	
East Coast Furniture Services	Mid Atlantic Area	MBE
Ebryit Inc	Nation Wide	WBE
EDM Office Services	Nation Wide	HUB
Elite Furniture Interiors Inc	TX	
Elite Office Installation LLC	NATIONAL	
Environments Plus (EPI)	CA, TX	
Erso Inc	LA	

Everbase Solutions	Nation Wide	
Expoert Office LLC	Eastern WA, OR	
Fine Finishes	OH	
Firestop Technologies, Inc	NY State (excluding NYC and Long Island)	
Forbes Distribution & Warehousing, INC	Most areas of Eastern SC, Southeastern NC	
Fourway Warehouse & Distribution	NC, SC, VA	
Frontier Installation	Nation Wide	
Furniture Services Unlimited Inc	DC, MD & VA	
G&L Installations Inc	TX	HUB, WBE
GNG Logistics	CA, NV	
Gor Con Construction Inc	NE OH	
Grand Slam Commercial Cleaning LLC	Northern IL, Southern WI	
Great Lakes Installation Inc	Northern OH, South FL	
Greene Facility Services LLC	New England	
Guadiana Construction Services	TX	
Helpful Handyman Installations	KY	
Houston Installation Services, Inc	Nation Wide	
HRSE Services LLC	OH	
Hug Condon Moving & Storage Co Inc	SE LA	
Image Flooring LLC	KS, MO, OK, TX	
Independent Hardware Inc.	Nation Wide	
Innovative Installation Solutions LLC	TX, South Central USA	
Innovative Installations LLC	MO	
Innovative Moving Systems	NM, West TX, Eastern AZ & Southern CO	
Installations Specialists Inc	Nation Wide	
Installation Specialists LLC	TN	WBE
Integrated Group LLC	NJ, NY Metro area, Atlanta, Knoxville, Chattanooga and Nashville TN	
Integrity Installations	Nation Wide	
Intercept Logistics	NY Tri-State	
Intivity Inc	NY	
J & H Panel Installation Inc.	CA	
J2 Cabinetry and Trim	FL	
Jez Enterprises	Nation Wide	
JTC Contracting	NE OH	WBE
JV Installation Services	North Eastern USA	
Keller-Self Communications	TX and surrounding states	
Kinney Office Installations	CO	
L & J Locker LLC	CT, NY, N. JERSEY, MA & RI	
Lile International Companies	OR & WA	
Lite The Nite Technologies	Nation Wide	
Lovgren and Associates	CA, NV	
LR Kalupa Co	WI	
Lynch Construction	IN, KY, OH, IL, MI WV	
M & S Enterprises Installations	Nation Wide	
Maverick Installations Inc	NJ, PA DE, MD, VA	
MBW Office Installation	SOUTHEAST	
Mcintyre Group Office Services Inc	SW Ontario, Greater Toronto and Calgary Alberta	
Mesa Moving and Storage	Western CO/Eastern UT	
Metro Installation Services	VA, MD, DC	
Miles Constructions	Nation Wide	
Modular Installation Services	TX	HUB
Modular Interiors	UT	
Move Solutions Inc	NM, West TX, Eastern AZ & Southern CO	WBE, HUB
MP Sports Group Inc	IN, KY, OH, IL, MI WV	
Mr. Everest Moving Company Inc	PA, NY, NJ, MD, WV, DE	
Mullarky's Inc. dba: Latta's	WV, OH, KY	
Murphy's Construction Services LLC	Nation Wide	
My Office Inc	CA	
N. California Installation Services	CA (Bay Area)	
Neo Cabinet Inc	OK, AR, MO, KS, CO	
Nor Easter Installations Inc	CT, MA, RI	
Of Installations LLC	AZ, NM	
Office Formations	AK	
Office Furniture Transport Inc	NY	
Office Innovations	IN, KY, OH, IL, MI WV	
Office Insights Inc	AL	

Office Installation Services and Design	OH, Eastern PA & Eastern IN - 150 miles	
Office Installation Services Inc	IA	
Office Movers of Florida	Central and West FL	
Office Professionals	South and East Coast FL	
Office Systems Installation LLC.	AZ, WI IL	
Office Systems Installation Inc	Nation Wide	
Offsite Office Equipment and Storage	AZ, NM	
OFR Inc	Nation Wide	
Ope Niemeier Flooring	SD, Southern ND & Western MN	
P and M Installation, Service, and Sales	CA, AZ, NV	
P and M Treasure Coast Installation Inc	Nation Wide	
Panel System Plus Inc	KS, NE	
PeopleReady	Nation Wide	
Personal Touch Installatons Inc	NY	
Phillips James	MI	
Pioneer Contract Services Inc	TX	
Planes Moving and Storage (Planes Specialized Logistics)	Nation Wide	
Point Load Construction	UT	
Pradere Office Products	Southern FL	
Precision Installation Services Inc	Nation Wide	
Precision Officer Installers Inc	Nation Wide	
Precision Playgrounds	Nation Wide	
Premier Business Solutions	NY	
Premier Cabinets	UT	
Premier Systems Services Inc	Rocky Mountain Region	
Professional Business Installations, LLC	Northern CA	
Professional Installers Inc	St. Louis, Central MO & Southern IL	
Professional Modular Installations	CA TO AZ	
Progressive Design Playgrounds	CA	
Q1S LLC (dba: quality one services)	TX	
Qualified Systems Installations Inc	TX,OK, LA, AR, NM	HUB
Quality Furniture Installation, Inc	CA	
Quality Installers LLC	CO	
Quality Systems Installation, Inc.	FL, GA	
R & H Systems Inc	Nation Wide	
Rainbow Movers, Inc	MA, RI, Northeast CT, Southern ME & NH	
RC Precision Installations Inc	CO	
RCB Specialties	Western US and International	
Ready 2 Transport LLC	Southern FL	
Ready to Assemble (RTA)	Nation Wide	
Reeds Installations Inc.	GA	
Reliable Office Solutions	TX	
Rentacrate Enterprises	TX	
Safety Down Under Inc	NJ, Southern NY, CT & Eastern PA	
Sanford Contracting Inc	MN, WI, SD Part of ND	
School Creation and Installation	Nation Wide	
Schroeder Melvin	OH	
Scientific Installations	North TX	
SGN Associates	MA, NH, New England States	
Shocal Solutions LLC	AZ, NM,NV, Southern CA	
Signorelli Office Services	Nation Wide	
SLT Design Group	CA	
Smith Dray Line Moving & Storage	SC and Charlotte, NC	
Smooth Moves	Nation Wide	
Spartan Installations Inc	OH, KY, IN, MI, WV (others as needed)	
Specialty Labor Services	VA, NC, WV, MD, DE	
Spike Inc (dba: Olympia Moving and Storage)	New England, Greater Philadelphia, Greater DC, Greater Austin	
Sprit Movers Inc	FL	
Steiner B Moore Corp	Tidewater, VA, Northeast NC, Richmond, East Shore	
Superior Installation Network	South FL	
Superior Installations dba GDS Enterprises	Nation Wide	
Superior Office Installation	WA, Northern ID, Northern OR	
Systematic Facility Solutions, LLC	FL	
Systems Furniture Installation	OK, TX, AR, KS	
Texas Pottery & Clay Co.	North TX	
The Advance Group	Nation Wide	

The Kiln Doctor	VA, WV, DC & MD	
TL Stewart LLC	IN, KY, OH, IL, MI WV	
Tri State Furniture Installers LLC	NJ	
Tri-State Carpentry	IN, KY	
Turnkey Project Services	North TX, 120 miles around DFW area	
Two Men and A Truck (ID)	Southern ID, Easterns OR & Northern NV	
TX Office Installation	TX	
Unique Deliveries LLC	UT	
United Installations Group (UIG)	IN, KY, TN, OH, WV, IL	
Universal Moving Inc	CA	
Wal-Tek Inc	IN, KY, OH, IL, MI WV	
Wann Construction Inc	TX	
WC Installations LLC	Northeastern NY, VT, Western MA	
Wegman Associates	FL & GA	
Weliczko, Scott dba Office Products Professionals	IN	
Wellington Facility Services	TX	MBE
Wes Works LLC	NY, NJ, PA	
West Texas Installations	NM	
Williams, Larry Don dba Cald & Associates	AL, FL, GA & MS	
Window Film Depot	Nation Wide	
World Class Office Installers	Nation Wide	
Wyoming Install Group	WY, MT, CO, NE, ID, UT, ND & SD	
XLR8 Services, LLC	Northern CA	



hereby grants

National Women's Business Enterprise Certification

to

G & L INSTALLATIONS, INC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: March 31, 2016
Expiration Date: March 31, 2022
WBENC National Certification Number: 2005128560

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

April Day
WBEA

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

NAICS: 238390, 484210, 493110, 561740, 811420
UNSPSC: 56111500, 56111501, 56111502, 56111503, 56111504, 56111505, 56111507, 56111510, 56111512, 56111513, 56121300, 72153606, 72153613, 78131603





THE COMMONWEALTH OF MASSACHUSETTS
Executive Office for Administration and Finance
OPERATIONAL SERVICES DIVISION

One Ashburton Place, Suit 1017
Boston, MA 02108-1552

Charles D. Baker
Governor

Karyn E. Polito

Lieutenant Governor

Michael J. Heffernan
Secretary

Gary J. Lambert

Assistant Secretary for Operational Services Division

March 5, 2020

Ms. Karen Strickland

Ayer Moving & Storage Co., II, Inc.

109 Central Avenue

Ayer, MA 01432

Dear Ms. Strickland:

Congratulations! Your firm has been renewed as a woman business enterprise (WBE) with the Supplier Diversity Office ('SDO') under the business description of **LOCAL, LONG-DISTANCE, INTERNATIONAL MOVING AGENT FOR NORTH AMERICAN VANLINES, STORAGE OF HOUSEHOLD GOODS**. Your firm will be listed in the SDO Certified Business Directory and the Massachusetts Central Register under this description. **This letter serves as the sole proof of your SDO certification.** Your designation as a WBE is valid for three (3) years unless revoked pursuant to 425 CMR 2.00.

Your firm's next renewal date is December 09, 2022. SDO will send written renewal notices to your business and/or e-mail address on file approximately thirty (30) business days prior to your firm's three (3) years certification anniversary. Additionally, every six (6) years, certified companies that wish to remain certified may undergo a substantive review which will require certain updated supporting documentation.

SDO also reserves the right to monitor your firm and to perform random spot checks to ensure the firm continues to meet the certification criteria. Your firm is required to notify the SDO in writing of any material changes. Examples include but are not limited to changes in its business description, as well as business phone number, fax number, business' physical location, webpage and e-mail addresses. Other reportable changes include business structure, ownership (the business is sold or transferred), control and outside employment. You also have a duty to report decertification and debarment notices from this or any other jurisdiction. Failure to abide by the continuing duty requirements shall constitute grounds for the firm's decertification.

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

eBryIT, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: July 26, 2005

Expiration Date: July 31, 2022

WBENC National Certification Number: 242617

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



Authorized by Roz Lewis, President & CEO
Women's Business Center



NAICS: 541512, 541513, 541519, 811212
UNSPSC: 81110000





OFFICE OF CONTRACT COMPLIANCE

LISA ALEXANDER

DEPUTY DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

LARRY SUFFREDIN
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

June 11, 2021

Ms. Donna Alm, President
B & L Distributors, Inc.
7808 College Drive
Suite 4NE
Palos Heights, IL 60463

Annual Certification Expires: June 11, 2022

Dear Ms. Alm:

Congratulations on your continued eligibility for Certification as a **Women-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until **June 11, 2022**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during the five (5) year term, you must file an annual "**Recertification Affidavit**" within **sixty (60) business days prior** to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

Distributor: Janitorial and Furniture Supplies and Equipment

Your firm's participation on Cook County contracts will be credited toward **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran and People with Disabilities Business Enterprise Programs.

Sincerely,

Lisa Alexander

Lisa Alexander
Contract Compliance Deputy Director

LA/ek

THIS CERTIFIES THAT

Affordable Delivery Services
dba East Coast Furniture Services



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

*NAICS Code(s): 238390

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

07/16/2021

Issued Date

PT03368

Certificate Number

05/31/2022

Expiration Date

Jose Turkievics

NMSDC Board Chair

A handwritten signature in black ink, appearing to read "Valarie J. Cofield".

Valarie J. Cofield, President/CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the WOMEN'S BUSINESS ENTERPRISE ALLIANCE (WBEA), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to remain certified with the WBEA, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the WBEA in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the WBEA and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the WBEA, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1200494192300**
File/Vendor Number: **54064**
Approval Date: **02-MAR-2021**
Scheduled Expiration Date: **31-MAR-2022**

In accordance with the Memorandum of Agreement between the
WOMEN'S BUSINESS ENTERPRISE ALLIANCE (WBEA)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

G & L INSTALLATIONS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 19-APR-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the WBEA's program, you must immediately (within 30 days of such changes) notify the WBEA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the WBEA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1760490011200
File/Vendor Number:	499670
Approval Date:	22-DEC-2020
Scheduled Expiration Date:	22-DEC-2024

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

EDM OFFICE SERVICES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 25-DEC-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

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Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19



RCW21511

CERTIFICATION NUMBER

02/12/22

EXPIRATION DATE

Certifies that:

Installation Specialists, LLC

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC standards and procedures.

PHYLLIS HILL SLATER
Board Chair, NWBOC

541210, 238390, 493110, 423210

NAICS Code(s)

02/13/21

Date

WWW.NWBOC.ORG

INFO@NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1743012572800
File/Vendor Number:	017637
Approval Date:	14-JAN-2021
Scheduled Expiration Date:	14-JAN-2025

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

MODULAR INSTALLATION SERVICES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 15-JAN-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752912841900
File/Vendor Number:	011427
Approval Date:	11-DEC-2017
Scheduled Expiration Date:	11-DEC-2021

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

MOVE SOLUTIONS, LTD

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 15-DEC-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Move Solutions, Ltd. DBA Move Solutions - Dallas, Ltd.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: October 15, 2010

Expiration Date: October 15, 2021

WBENC National Certification Number: 2005116764

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



Authorized by Debbie Hurst, President Women's Business Center



WOMEN'S
BUSINESS
COUNCIL
—
SOUTHWEST

NAICS: 484210, 488991
UNSPSC: 72153606

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Center for Women & Enterprise

Great Lakes
Women's
Business
COUNCIL

GREATER
WOMEN'S
BUSINESS
COUNCIL

WOMEN'S
BUSINESS
DEVELOPMENT
CENTER

WBEA

WBENC EAST
WOMEN'S BUSINESS ENTERPRISE CENTER

WBENC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC ORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY

WBENC PACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC WEST
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WOMEN PRESIDENTS'
Educational Organization



Minority Business Enterprise (MBE)
CBMAA, LLC d.b.a Wellington Facility
Services DBA Wellington Facility Services

CBMAA, LLC d.b.a Wellington Facility Services DBA Wellington Facility Services

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

This Certification commences March 26, 2020 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: March 31, 2022
Issued Date: March 26, 2020
CERTIFICATION NO. BMMB20062N0322



Ericia Mitchell

Certification Administrator

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752215095600
File/Vendor Number:	491530
Approval Date:	4/26/2021
Scheduled Expiration Date:	4/26/2025

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

QUALIFIED SYSTEMS INSTALLATIONS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 4/30/2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmb1search/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19



**DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420**

11/18/2019
In Reply Refer To: **00VE**

Mr. Victor Rossi
Advance Office Installations Inc.
DUNS: 603362927
37 Lukens Dr
New Castle, DE 19720

Dear Mr. Rossi:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that your application for reverification has been approved. Advance Office Installations Inc. will remain eligible to participate in Veterans First Contracting Program opportunities with VA as a verified Veteran-Owned Small Business (VOSB).

This verification is valid for three (3) years from the date of this letter.

Please retain a copy of this letter to confirm Advance Office Installations Inc.'s continued program eligibility in accordance with 38 Code of Federal Regulation (CFR) § 74.12. You may reapply 120 days prior to your new expiration date by logging into <https://www.vip.vetbiz.gov/>.

To promote Advance Office Installations Inc.'s verified status, you may use the following link to download the logo for use on your marketing materials and business cards: https://www.va.gov/OSDBU/docs/cve_completed_v.jpg. In addition, please access the following link for information on next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

While CVE has confirmed that Advance Office Installations Inc. is presently, as of the issuance of this notice, in compliance with the regulation, Advance Office Installations Inc. must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Advance Office Installations Inc. being removed from the VIP Verification Program.

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Advance Office Installations Inc.'s verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individuals records.

If Advance Office Installations Inc. receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Advance Office Installations Inc. discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Advance Office Installations Inc. being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in black ink that reads "John Perkins". The signature is written in a cursive, flowing style.

John Bigelow Perkins
Deputy Director of CVE
Center for Verification and Evaluation



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

JTC Contracting, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Ohio River Valley, a WBENC Regional Partner Organization.

Certification Granted: January 31, 2012
Expiration Date: January 31, 2022
WBENC National Certification Number: 2005119643



Authorized by Sheila Mixon, Executive Director Women's Business Enterprise Council Ohio River Valley

NAICS: 238390, 238350, 238990, 493110
UNSPSC: 72000000, 72150000, 72153600, 72153606, 78131603



CERTIFICATE

for

COLUMBIA FOREST PRODUCTS

7900 McCloud Road, Suite 200

Greensboro, North Carolina 27409 United States

CERTIFICATE SCOPE

Certificate Type: Multi-Site Chain of Custody and Controlled Wood

Standard(s): FSC-STD-40-003 V2-1; FSC-STD-40-004 V3-0; FSC-STD-40-005 V3-1

Product Group(s): Plywood Panels, Veneer- Rotary, Hardwood Logs, Landscape Timbers, Chips, Veneered Particle Board, Plywood with MDF Core, Veneer- Sliced, Cants, Melamine

Valid from July 1, 2018 to June 30, 2023

Certificate Registration Code: RA-COC-000065, RA-CW-000065

FSC® License Code: FSC-C017500

Certificate Issue Number: IN-2018-1

As a multi-site certificate, the activities and products included in the scope of this certificate are performed by a network of participating sites.

Additional details regarding the scope, including a full list of products, species, and participating sites are available at info.fsc.org.



Laura Terrall, Director, Certification

Rainforest Alliance
233 Broadway, 28th Floor
New York, NY 10279 USA

Rainforest Alliance is an FSC accredited certifier FSC® A000520

The validity of this certificate shall be verified on info.fsc.org. This certificate does not constitute evidence that a particular product supplied by the certificate holder is FSC certified and/or FSC Controlled Wood. Products offered, shipped or sold by the certificate holder can only be considered covered by the scope of this certificate when the required FSC claim is clearly stated on invoices and shipping documents.

This certificate is the property of Rainforest Alliance. This certificate and all copies or reproductions of this certificate shall be returned or destroyed if requested by Rainforest Alliance.



The mark of
responsible forestry



CERTIFICATE

for

DARLINGTON VENEER COMPANY

225 4th Street

Darlington, South Carolina 29532 United States

CERTIFICATE SCOPE

Certificate Type: *Single Chain of Custody*

Standard(s): *FSC-STD-40-004 V3-0*

Product Group(s): *Panels, Veneer*

Valid from *November 19, 2017 to November 18, 2022*

Certificate Registration Code: *RA-COC-002766, RA-CW-002766*

FSC® License Code: *FSC-C006973*

Certificate Issue Number: *IN-2017-1*

Additional details regarding the scope, including a full list of products, species, and participating sites are available at info.fsc.org.



Laura Terrall, Director, Certification

Rainforest Alliance
233 Broadway, 28th Floor
New York, NY 10279 USA

Rainforest Alliance is an FSC accredited certifier FSC® A000520

The validity of this certificate shall be verified on info.fsc.org. This certificate does not constitute evidence that a particular product supplied by the certificate holder is FSC certified and/or FSC Controlled Wood. Products offered, shipped or sold by the certificate holder can only be considered covered by the scope of this certificate when the required FSC claim is clearly stated on invoices and shipping documents.

This certificate is the property of Rainforest Alliance. This certificate and all copies or reproductions of this certificate shall be returned or destroyed if requested by Rainforest Alliance.



The mark of
responsible forestry



Formaldehyde Emissions Grademark Certification Program
CERTIFICATE OF COMPLIANCE



Composite Panel Association
19465 Deerfield Ave, Suite 306, Leesburg, VA 20176

Hereby Affirms That

**ARAUCO NORTH AMERICA
BENNETTSVILLE, SOUTH CAROLINA**

Has Fulfilled The Requirements of:
California Air Resources Board (CARB) Airborne Toxic Control Measures (ATCM) 93120

SCOPE OF CERTIFICATION
Particleboard (DR2 and INT) (CARB Phase 2 – 0.09 ppm)

Mill ID 116

*Re-issue Date: June 9, 2016
To verify continued certification,
visit www.compositepanel.org*



A handwritten signature in black ink, appearing to read 'Edgar Deomano'.

Edgar Deomano
Director of Technical and Certification Services

CERTIFICATE

for

FLAKEBOARD COMPANY LIMITED DBA ARAUCO NORTH AMERICA

80 Tiverton Court, Suite 701

Markham, Ontario L3R 0G4 United States

CERTIFICATE SCOPE

Certificate Type: Multi-Site Chain of Custody and Controlled Wood

Standard(s): FSC-STD-40-003 V2-1; FSC-STD-40-004 V3-0; FSC-STD-40-005 V3-1; FSC-STD-40-007 V2-0

Product Group(s): MDF, MDF with laminate, Particleboard, Particleboard with laminate, Paper

Valid from 9/23/2018 to 9/22/2023

Certificate Registration Code: RA-COC-000444, RA-CW-000444

FSC® License Code: FSC-C019364

Certificate Issue Number: IN-2018-1

As a multi-site certificate, the activities and products included in the scope of this certificate are performed by a network of participating sites.

Additional details regarding the scope, including a full list of products, species, and participating sites are available at info.fsc.org.



Laura Terrall, Director, Certification

Rainforest Alliance
233 Broadway, 28th Floor
New York, NY 10279 USA

Rainforest Alliance is an FSC accredited certifier FSC® A000520

The validity of this certificate shall be verified on info.fsc.org. This certificate does not constitute evidence that a particular product supplied by the certificate holder is FSC certified and/or FSC Controlled Wood. Products offered, shipped or sold by the certificate holder can only be considered covered by the scope of this certificate when the required FSC claim is clearly stated on invoices and shipping documents.

This certificate is the property of Rainforest Alliance. This certificate and all copies or reproductions of this certificate shall be returned or destroyed if requested by Rainforest Alliance.



The mark of
responsible forestry



CERTIFICATE OF COMPLIANCE



Formica Corporation Formica® Brand Laminate

1769-410
Certificate Number

10/28/2004 - 10/28/2021
Certificate Period

Certified
Status

UL 2818 - 2013 Standard for Chemical Emissions for Building Materials, Finishes and Furnishings

Wall finishes are determined compliant using an Office Environment with an air change of 0.68 hr^{-1} and a loading of 33.40 m^2 .
Products tested in accordance with UL 2821 test method to show compliance to emission limits in UL 2818, Section 7.1.





Product safety is a top priority. At the Children’s Factory, we believe in a safe and creative environment for our children as they grow, develop and learn. In order to keep that vision alive through future generations, we are taking steps to ensure a quality product is being made in a quality work environment.

In addition to our own in house testing and evaluation process, we utilize independent third party testing agencies to do product testing. Our products undergo testing for flammability, lead, phthalates and other harmful elements, as well as physical and mechanical tests.

Children’s Factory products received the UL GREENGUARD® Gold Certification which certifies our products and materials for low chemical emissions. Our materials are rigorously tested for harmful chemicals as well as emission levels from our final products in order to preserve indoor air quality. We also adhere to annual re-certification testing and a quarterly monitoring program to ensure ongoing compliance.

We are putting forth our best efforts to ensure a safe, environmentally friendly product for our valued customers.





TEST REPORT

CLIENT:

Company:	Brumlow Mills / Flagship Carpet	Report Number:	75605A
Address:	734 South River Street	Lab Test Number:	3068-8507
	Calhoun, GA 30701	Test Completion Date:	11/29/2018
		Report Date:	11/30/2018
Requested By:	Judy Meadows	Page:	1 of 1

TEST MATERIAL:

Material Type:	Carpet				Date Received:	11/13/2018	
Material Condition:	EXCELLENT:	XXX	GOOD:		POOR:		REJECTED:
Identification:	24 oz Nylon w/Urethane Backing System						

TESTING METHODS REQUESTED:

<i>Testing Services Inc. was instructed by the client to test for the following...</i>			
Standard:	ASTM E648	Test Method:	Standard Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source

SAMPLING PLAN:

Sampling Date:	11/13/2018
<ul style="list-style-type: none"> Specimen sampling is performed in the sampling department at TSI. The sampling size of specimens is determined by the test method requirements. In the event a specific sampling size is not called for, a determination will be made based on previous testing experience, and approved for use by an authorized manager. All samples are subjected to the outside environmental conditions of temperature and relative humidity. Sample requiring pre-determined exposure to specified environmental conditions based on a specific test method, take place in the departments in which they are tested 	

DEVIATION FROM TEST METHOD:

State reason for any Deviation from, Additions to, or Exclusions From Test Method.
None

TEST SCOPE:

This test method measures the critical radiant flux of horizontally mounted floor-covering systems exposed to a flaming ignition source positioned on a graded radiant heat energy environment within an enclosed chamber. The results are designed to provide a basis for estimating one aspect of fire behavior of a flooring system.

TEST SUMMARY:

TEST METHOD	TEST DESCRIPTION	TEST RESULT			
		Burn Distance	Time to Flame Out	Critical Radiant Flux	
ASTM E648-17a	Critical Radiant Flux	Specimen #1	36.1 cm	41:35 min	0.59 W/cm ²
		Specimen #2	10.0 cm	14:29 min	1.02 W/cm ²
		Specimen #3	11.1 cm	13:59 min	1.02 W/cm ²
	Average	0.88 W/cm ²			
	NFPA Classification	Class I			
	STDEV	0.25			
	COF of Variation	28.28%			

Mounting Board: Calcium Silicate Board
Conditioning: 96 hours @ 70°F 50% RH

Adhesive: Loose Lay
Calibration Curve: 363L

Trowel: N/A
Radiometer #: 5356

Uncertainty:

We undertake all assignments for our clients on a best effort basis. Our findings and judgments are based on the information using the latest test methods available. TSI can only ensure the test results for the specific items tested.

Unless otherwise noted in the deviations sections of this report, all tests are performed in compliance with stated test method.

Test Report Approval:

Erle Miles, III, Lab Director, Testing Services Inc.

TSI Accreditation: Our laboratory is accredited by the US Dept. of Commerce, National Institute of Standards and Technology: ISO/IEC 17025:2005. Our code # is: NVLAP 100108-0.



OUR LETTERS AND REPORTS APPLY ONLY TO THE SAMPLE TESTED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS. THESE LETTERS AND REPORTS ARE FOR THE USE ONLY OF THE CLIENT TO WHOM THEY ARE ADDRESSED AND THEIR COMMUNICATION TO ANY OTHERS OR THE USE OF THE NAME TESTING SERVICES, INC. MUST RECEIVE OUR PRIOR WRITTEN APPROVAL. OUR REPORTS, LETTERS, NAME, SEALS, OR INSIGNIA ARE NOT UNDER ANY CIRCUMSTANCES TO BE USED IN ADVERTISING TO THE GENERAL PUBLIC.

**PO Box 2041
Dalton, GA 30722-2041
(706) 226-1400
tsioffice@optilink.us**

November 12, 2020

Dear Valued Customer:

This letter serves as verification that all products produced by Fleetwood meet or exceed the requirements listed below:

- All Fleetwood products with painted surfaces are coated with powder base, lead-free surface coatings. Therefore, our products are in compliance with the <90 PPM lead content standard of CPSIA. We will supply the MSDS sheets showing that lead is not a component upon request.
- All Fleetwood products have been awarded UL GreenGuard Gold certification and are tested regularly for certification to that standard.
- All Fleetwood products exceed the CARB 2 standards for formaldehyde emissions for particle board. We utilize only high-quality particle board from North American producers. The Certificates of Compliance will be provided upon request.
- All Fleetwood furniture products are in compliance with California's Prop 65 regulations for formaldehyde emissions. The results from our ongoing GreenGuard certification testing shows that our products emit less than 25% of "safe harbor" levels. Test results provided upon request.

Thank you for the continuing opportunity to partner with you in providing school furniture products that exceed government and customer expectations for quality, durability, content and emissions standards. Fleetwood products are manufactured in our facility in Holland, Michigan USA.

Terry Sullivan

Terry Sullivan
Vice President
Sales & Distribution
Fleetwood
Holland, Michigan





1770 East Keating Ave
Muskegon, MI 49442
231.366.4791

Jay L. Krause, National Contracts Manager

SUSTAINABILITY STATEMENT

RAW MATERIALS SELECTION: Every effort will be made to meet specified product specifications using materials which are (1) water based, (2) lot to no curing emissions, (3) low or no formaldehyde, (4) locally harvested or produced, (5) when appropriate, from recycled materials and/or recyclable, (6) when available, FSC certified.

MANUFACTURING PROCESSES: Every effort will be made to meet specified product specifications using manufacturing process and equipment that result in: (1) low or no waste and emissions (2) the highest possible yield of raw materials, (3) equipment with high voltage and low wattage, (4) the efficient use of electric lifts, (5) incoming packaging being recycled or reused, (6) solvents recycled, (7) noise reduced, (8) production waste materials reused or recycled, (9) when required, meeting Forestry Stewardship Council 100% pure certification standards.

PRODUCT PACKAGING: Every effort will be made to ship specified product according to customer's "damage free" arrival policy using packaging processes and materials that assure damage free arrival or product using recycled or reused and/or recyclable or reusable materials.

PERSONNEL TRAINING AND AWARENESS: Every effort will be made to meet specified product specifications using manufacturing processes and equipment that: (1) meet OSHA safety standards, (2) complies with equipment operation manuals, (3) is operated by personnel trained in efficient production methods and safety standards, (4) all employees shall be made aware of this policy and shall sign a statement of receipt.



Low-Emitting Materials Certificate of Compliance

Awarded to: **HASKELL OFFICE OF BALA CYNWYD, PA**
273 MONTGOMERY AVENUE; ZIP CODE: 19004

Category: Furniture - Seating
Cert. Scheme: VOC Emissions

Accredited Compliance Designation: ANSI/BIFMA X7.1-2011 & e3-2014 7.6.1, 7.6.2, 7.6.3 office seating
California Dept. of Public Health Standard Method v1.2 office seating

*Conforms With: LEED v4 ID+C, BD+C low-emitting interiors
Criteria of MAS Certified Green® Program low-emitting materials
Collaborative for High Performance Schools EQ 7.1.4 furniture & furnishings for administrative area & teacher seating

Bracketed Products: Marathon Series: Task Seating, Guest Seating, Nesting Chairs, Rotary Stool, 24/7 Intensive Use. Ethos Series.

Test Date & Report No.: 5/22/2019
1900705

Certificate No.: MAS1900705 valid May 2019 to May 2020



Testing Cert. # 2925.01
Product Cert. # 2925.02

Product Certifier, MAS Certified Green CT

Laboratory Testing by **Materials Analytical Services, LLC** - ISO/IEC 17025
3rd Party Product Certification by **MAS Certified Green®** - ISO/IEC 17065
*outside of A2LA accreditation scope



HASKELL ENVIRONMENTAL STATEMENT

Haskell has provided federal agencies, schools and the contract furniture markets, with furniture that is known for its extra long life cycle. Our furniture is constructed from steel, the most widely recycled material in North America. These products are a key value for Haskell in serving the community, including acting responsibly. In this vein, Haskell has demonstrated an exceptional commitment to Environmental improvement.

Haskell has always taken the common sense approach in designing both quality and durability into its products. This equates to an item of furniture that does not have to be replaced for a long, long time. Our furniture will commonly exceed the life cycle of wood furniture by two to three times. The life cycle assessment of Haskell's products must include the many clients using our furniture that have been in service for over twenty-five years, and plan to continue to use the furniture for years to come. Simply put, if a client does not have to replace furniture every 7-10 years, no energy is expended, and no disposal issues need to be considered. This is, by definition, "waste prevention."

STEEL

Haskell's primary material is steel. Steel is the most recycled post consumer material used in North America. More steel is recycled than all other metals, paper, glass and plastic combined. Industry wide, in 1998, 70 million tons of steel scrap was recycled, for a 63.8% overall recycling rate. Steel that is recycled when compared to virgin ore requires 74% of the energy, generates 86% less air pollution, and 76% less water pollution. Recycled steel accounts for well over half of the steel produced in the U.S.

Haskell specifies steel to meet certain performance characteristics that will yield quality furniture. The advantage of steel versus other materials, such as plastics and woods, is that the content of recycled steel does not degrade these performance characteristics. The steel recycled from a thirty-year-old Haskell file can be reprocessed into a new Haskell file. Haskell's manufacturing process sends 100% of all off-fall, slugs and scrap to recycling centers as a method of waste reduction. Typical post-consumer recycling rates for major steel products include 72% of appliances and 92% of automobiles. While there is no industry data on recycling of steel-based furniture, the institutional nature of Haskell's market should place the recycling rate between that of consumer appliances and the more traditional reclamation of automobiles. This is, by definition "waste reduction."

POWDER COATING

Haskell's new facility was designed around the newest steel coating technology, products are coated with powder that is cured in an oven. This offers superior durability and performance while eliminating waste and pollutants. Powder coating is in the enviable position of completely eliminating ozone layer eroding VOC (Volatile Organic Compounds); while water based paints for industrial usage (one of the best of the liquid coatings) is still likely to release 1 to 2 pounds of VOC per gallon. Traditional solvent-based liquid paint contains approximately 7.25 pounds of reducing solvents per gallon of paint. Powder has none. When compared to wood finishing systems, to cover 1000-sq. ft., a lacquer 3-coat system will release approximately 196 pounds VOC, a good solvent-based liquid paint onto steel will release approximately 7 pounds VOC, and powder will release 0 pounds VOC. Because powder coatings do not contain solvents, exhausting or venting to the outdoors of the curing ovens are not required to remove solvent fumes.

In the powder coating process, waste is greatly reduced by overspray recovery units that recycle and reuse 95-99% of the powder, compared to the material utilization of 40-70% for a liquid paint system. With powder coatings there is no overspray sludge to accumulate and dispose. Powder coatings require no solvents, no mixing rooms and no flash-off zones. Clean up is accomplished without solvents.

Superior performance of powder coatings when compared to liquid paint will extend the useful life of the product. Haskell's powder coating is harder, more scratch resistant, less likely to peel if dented, and more chemical and corrosion resistant, than past Haskell products which themselves are performing beyond normal life cycles. As an example, salt spray resistance test results (an indication of the corrosion resistance and the adhesion of a coating) have increased from 100 hours to 700 hours with Haskell's powder coating. To add longevity to the products, the hybrid powder coatings that have been formulated for Haskell product can be repaired, touched-up and even re-painted.

Powder coatings do not interfere with the recyclability of the steel substrate and are in fact classified as a "non-hazardous" waste when disposed.

LAMINATE VERSUS SOLID WOOD

Haskell produces tops and panels for its products composed of thermolaminates and high-pressure laminate bonded to engineered substrates, eliminating the need for solvent based wood finishing systems. High-pressure laminate applied to substrates offers proven wear and impact resistance superior to both melamine coated substrates, and finished wood components, resulting in extending the product's duty-cycle. These laminates are produced from 40% recovered materials, and contain the same basic, renewable materials as kraft paper. Thermolaminates eliminate the use of edge banding and sharp corners, both wear points, as well as creating a moisture barrier by encasing the substrates on five sides.



Dimensional lumber utilizes only 63% of a tree. Engineered substrates from trees, on the other hand, convert all but about 5% of the balance of the tree, processing material that was once either burnt or disposed of as solid waste into usable products. Haskell has introduced an annually renewable wheat straw based substrate to our market that has superior moisture and mechanical properties than other typical panels, that is formaldehyde free, and that qualifies for various LEEDS categories.

PACKAGING

Delivery of an undamaged unit on-site is a positive alternative to manufacturing a replacement in terms of energy and materials. For the last three years Haskell has consistently reduced the cardboard content of its packaging by more than half while decreasing shipping damage. Recently, the company brought a "packing on demand" system on line that custom tailors packaging to the size and quantity run. This has already reduced cardboard consumption and shipping damage. Corrugated cardboard used by Haskell contain at least 50% recycled materials, while the kraft papers used in packaging are from 100% recycled materials. Packaging is normally sent to a recycling center after installation by the user agency.

...AND MORE

Haskell's manufacturing process and facility is a 99% solvent-free environment and the company is as dedicated to the conservation of our natural resources as it is to the elimination of pollutants. All forklifts have been converted from gasoline to either natural gas or electric power, or have been replaced by electric scissor lifts and gravity fed roller tables. Cooling water for spot-welding previously sent to the sewer is now recycled, saving several million gallons of water per year as well as the energy used downstream in reclamation or treatment.



MAS Certified Green® Certificate of Compliance Low-Emitting Materials

Awarded to:

INTERIOR CONCEPTS CORP. OF SPRING LAKE, MI

18525 TRIMBLE COURT; ZIP CODE: 49456

Category:

Contract Furniture - Workstation, Tables, Casegoods & Desks

Cert. Scheme:

VOC Emissions

Accredited
Standards &
Test Methods:

California Dept. of Public Health Standard Method v1.2	office & classroom setting
ANSI/BIFMA e3-2019 Sections 7.6.1, 7.6.2, 7.6.3	classroom furniture
ANSI/BIFMA e3-2019 Sections 7.6.1, 7.6.2, 7.6.3	open & private office setting
ANSI/BIFMA x7.1-2011(R2016) 7-day Furniture Component	open & private office setting

*Conforms
With:

LEED v4.1 ID+C, BD+C	low-emitting materials
Criteria of MAS Certified Green® Program	low-emitting materials

Bracketed
Products:

Furniture & Furniture Components
(see page 2 for list of bracketed products)

Test Date:

October 23, 2020

Report No.: 2000611

Certificate No.: MAS2000611-R1

valid November 2020 to November 2021



Product Certifier, MAS Certified Green CT

Laboratory Testing by [Materials Analytical Services, LLC](#) - ISO/IEC 17025:2017

Page 1 Of 2

3rd Party Product Certification by [MAS Certified Green®](#) - ISO/IEC 17065:2012

*outside of A2LA accreditation scope

Testing Cert. # 2925.01
Product Cert. # 2925.02

3945 Lakefield Ct. · Suwanee, Ga. · 770-866-3206 · <http://www.mascertifiedgreen.com/>



MAS Certified Green® Certificate of Compliance Low-Emitting Materials

Awarded to:

INTERIOR CONCEPTS CORP. OF SPRING LAKE, MI

18525 TRIMBLE COURT; ZIP CODE: 49456

Furniture & Furniture Components

School Furniture

Computer Lab Furniture
Media Center Furniture
STEM Lab and Technology Furniture
Teacher's Desks
Tables
Modular Office Furniture

Call Center Furniture

Call Center Cubicles
Team Leaders
Office Pods
Training Rooms
Tables

Tables

Motion Tables
Unique Shape Tables
Influence Tables

Modular Office Furniture

Office Cubicles
Office Desks
Reception Desks
Standing Desks

Storage & Accessories

Drop Share Media Center
Storage Solutions
Catch All Storage**

** Product tested as a representative exemplar for the products listed above.

Test Date: October 23, 2020

Report No.: 2000611

Certificate No.: MAS2000611-R1

valid November 2020 to November 2021



Testing Cert. # 2925.01
Product Cert. # 2925.02

Product Certifier, MAS Certified Green CT

Laboratory Testing by [Materials Analytical Services, LLC](#) - ISO/IEC 17025:2017
3rd Party Product Certification by [MAS Certified Green®](#) - ISO/IEC 17065:2012
*outside of A2LA accreditation scope

Page 2 Of 2

3945 Lakefield Ct. · Suwanee, Ga. · 770-866-3206 · <http://www.mascertifiedgreen.com/>

ECO-CERTIFIED COMPOSITE GRADEMARK PROGRAM CERTIFICATE OF COMPLIANCE



Composite Panel Association
19465 Deerfield Ave, Suite 306, Leesburg, VA 20176

Hereby Affirms That

ROSEBURG
MISSOULA, MONTANA



Has Completed and Fulfilled the Requirements of:

CPA 4-11 Eco-Certified Composites (ECC) Sustainability Standard and
California Air Resources Board (CARB) Airborne Toxic Control Measure (ATCM) 93120

SCOPE OF CERTIFICATION

Particleboard (IND and IN1) (CARB Phase 2)
Particleboard (IN5) (ULEF Executive Order N-13-155)

ECO-ATTRIBUTES

(To comply with the standard, at least 3 of the following are required)

- Carbon Footprint
- Locally Sourced Fiber
- Recycled, Recovered or Post-Consumer Fiber Content
(Contains 100% pre-consumer recycled fiber)
- Sustainable Use of Wood Fiber
- Responsible Wood Sourcing

Mill ID #057

Reissue Date: March 26, 2015

To verify continued certification, visit ECCproduct.org

Edgar Deomano
Director, Technical and Certification Services

Formaldehyde Emissions Grademark Certification Program
CERTIFICATE OF COMPLIANCE



COMPOSITE PANEL ASSOCIATION
19465 Deerfield Ave, Suite 306, Leesburg, VA 20176

California Approved Third Party Certifier TPC-1
Hereby Affirms That

**ROSEBURG
MISSOULA, MONTANA**

Has Fulfilled The Requirements of:
California Air Resources Board (CARB)
Airborne Toxic Control Measure (ATCM) 93120

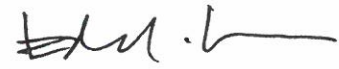
SCOPE OF CERTIFICATION
Particleboard (IND, IN1 and PBU) (CARB Phase 2)


Gary Heroux
Vice President, Product Acceptance

Reissue Date: March 26, 2015
To verify continued certification, visit CPA website



www.compositepanel.org


Edgar Deomano
Director, Technical and Certification Services

Mill ID 057 Particleboard



45 lb Premium Industrial

CARB Phase 1 Certified

THICKNESS RANGE

3/8" through 1-1/4" or 9 mm through 30 mm

DESCRIPTION

An engineered composite panel wood product made from 100% recycled Ponderosa pine and associated species of western wood particles formed and bonded with an interior resin.

SPECIFICATION CONFORMANCE

The manufacturing standards shown below represent an average of all our product thickness'. Conforms to American Society of Testing and Materials Fire Test Method E-84 (flamespread rating is Class C).

MANUFACTURING STANDARDS Average	IMPERIAL	METRIC
Density	45.0 lb/ft ³	0.721 g/cm ³
Modulus of Rupture	2,150 psi	14.83 N/mm ²
Modulus of Elasticity	390,000 psi	2,689 N/mm ²
Internal Bond	110 psi	0.758 N/mm ²
Screw Holding - Face	250 lbs	1,112 N
Screw Holding - Edge	175 lbs	778 N
Surface Strength	300 psi	2.06 N/mm ²
Hardness	900 lbs	4,003 N
Formaldehyde, Emissions	< 0.3 ppm	< 0.3 ppm
Linear Expansion - Maximum	0.35%	0.35%
Water Absorption - Maximum	20.0%	20.0%
Thickness Swell - Maximum	0.035 inches	0.89 mm
Moisture Content	7%	6.8%
Sanding	100 grit	-

MANUFACTURING TOLERANCES	IMPERIAL	METRIC
Thickness Average from Target Value* *Target value 0.005 under nominal	±0.005 inches	±0.127 mm
Thickness Range (within panel) from Panel Average Value	±0.004 inches	±0.102 mm
Length and Width (within panel) from Specified Size	±0.0625 inches	±1.588 mm
Squareness (within panel) Maximum Deviation Between Diagonal Measurements	0.125 inches	3.175 mm
Straightness (within panel) Maximum Bow per 8' Length	0.0625 inches	1.588 mm

For more information about BOISE CASCADE PARTICLEBOARD, including sales terms and conditions, visit our website at



SFI
CERTIFIED
SOURCING

PROMOTING SUSTAINABLE
FOREST MANAGEMENT
WWW.ABOUTSFI.ORG

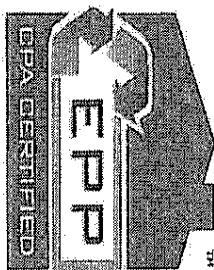
www.bc.com/particleboard

TWParticleboardSales@BC.com

888-264-7372



Environmentally Preferable Product Grademark Program CERTIFICATE OF COMPLIANCE



COMPOSITE PANEL ASSOCIATION

California Approved Third Party Certifier TPC-1

Hereby Affirms That

COLLINS PRODUCTS LLC KLAMATH FALLS, OREGON

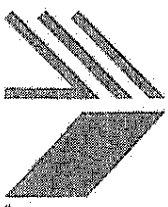
Has Completed And Fulfilled The Requirements Of:
CPA 3-08 Specification For Environmentally Preferable Products
California (CARB) Airborne Toxic Control Measure 93120

SCOPE OF CERTIFICATION

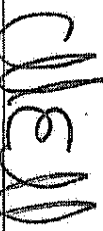
Industrial Particleboard - IND Production Category (CARB Phase 1)


Thomas A. Julif
President

Effective Date of Certification: July 16, 2008
To verify continued certification, visit CPA website



www.pbmdf.com


Christopher E. Surak
Director of Certification Services
Mill ID #034 PB



IRONWOOD MANUFACTURING INC.

July 23, 2015

Re: Green friendly products

Attn: Buyers

Good Morning, Recently we have had several requests for information regarding Ironwood Manufacturing and its efforts environmentally. As you know Ironwood manufacturing produces Office and School furniture for markets throughout the United States. The main material used in our product, is industrial grade particleboard. Particleboard mills buy wood chips from sawmills that typically cut and plane lumber for home construction. It is these chips that comprise the particleboard in our products and come CPA Certified as an Environmentally Preferable Product. The steel used in our products made from recycled materials when possible. Additionally plastic hardware such as edging, door handles and grommets are made from recycled materials when possible. Steel parts that are finished at Ironwood Mfg. are cleaned and prepared using a biodegradable detergents and then finished using a dry process called Powder Coating, a process where a powder is baked to its melting point to form paint like finish. This finish is superior to a liquid painting process and used no solvents there by reducing VOC's by a considerable amount. Ironwood Mfg. has recently installed a grinder that has reduced wood waste volumes by 40-50% to landfills. Additionally, all cardboard from inbound shipments are collected and sent to a local recycler.

Ironwood has always looked to do our part to use sustainable materials and to reduce or recycle materials not used the final product.

Thank you

Brandon Knudson
President, Ironwood Manufacturing Inc.



CERTIFIED
CLEAN AIR GOLD

Intertek does hereby certify that an independent assessment has been conducted on behalf of

KFI FURNITURE, LLC

Certificate Number: 104395167GRR-001a

Certification valid until: 19 August 2021

Applicant Address: 1533 Bank St
Louisville KY 40201 USA

Product Category: Furniture, Seating

Product Details: See Appendix

Conformance Criteria: ANSI/BIFMA e3-2019e, Sections 7.6.1, 7.6.2, 7.6.3: Open Plan Office and Private Office.

Issuing Office Name & Address: Intertek Testing Services NA, Inc.
4700 Broadmoor Ave SE, Suite 200
Kentwood, MI 49512 USA
Ph: +1-616-656-7401

Brian Kneibel
Certification Manager
20 August 2020



CERTIFIED
CLEAN AIR GOLD

Certificate Appendix

KFI FURNITURE, LLC

Certificate Number: 104395167GRR-001a

Product Category	Guest, Stools
Model Name(s)	Roqa, KOOL, Imme, Jive, Bodi, Makau, Voodoo Stool, Metro, Inicio, Arbor, Express Yourself, Zoso
Product Restrictions	None



CERTIFIED
CLEAN AIR GOLD

Intertek does hereby certify that an independent assessment has been conducted on behalf of

KFI FURNITURE, LLC

Certificate Number: 104395167GRR-001b

Certification valid until: 19 August 2021

Applicant Address: 1533 Bank St
Louisville KY 40201 USA

Product Category: Furniture, Tables

Product Details: See Appendix

Conformance Criteria: ANSI/BIFMA e3-2019e, Sections 7.6.1, 7.6.2, 7.6.3: Open Plan Office and Private Office.

Issuing Office Name & Address: Intertek Testing Services NA, Inc.
4700 Broadmoor Ave SE, Suite 200
Kentwood, MI 49512 USA
Ph: +1-616-656-7401

Brian Kneibel
Certification Manager
20 August 2020



CERTIFIED
CLEAN AIR GOLD

Certificate Appendix

KFI FURNITURE, LLC

Certificate Number: 104395167GRR-001b

Product Category	Height Adjustable, Occasional, Conference, Classroom, Other
Model Name(s)	Proof, Workwell, Midtown, Voodoo, Dailey
Product Restrictions	Excludes Laminate

CERTIFICATE OF COMPLIANCE



Harvest Link International Pte Ltd. PRIMA Kool Series

66592-410

Certificate Number

02/25/2015 - 02/25/2016

Certificate Period

Certified

Status

UL 2818 - 2013 Standard for Chemical Emissions for Building Materials, Finishes and Furnishings

Products tested in accordance with UL 2821 test method to show compliance to emission limits in UL 2818, Section 7.1.

Office furniture and furnishings are tested in accordance with ANSI/BIFMA M7.1-2011 and determined to comply with ANSI/BIFMA X7.1-2011 and ANSI/BIFMA e3-2014e Credit 7.6.1. Panel based workstations are modeled in the open plan environment. Casework systems are modeled in the private office environment. Residential furniture is modeled in a residential bedroom environment.



70
Environment

GREENGUARD Certification Criteria for Furniture and Mattresses

Criteria	CAS Number	Maximum Allowable Predicted Concentration	Units
TVOC ^(A)	-	0.50	mg/m ³
Formaldehyde	50-00-0	61.3 (50 ppb)	µg/m ³
Total Aldehydes ^(B)	-	0.10	ppm
4-Phenylcyclohexene	4994-16-5	6.5	µg/m ³
Individual VOCs ^(C)	-	1/10th TLV	-

- (A) Defined to be the total response of measured VOCs falling within the C₆ – C₁₆ range, with responses calibrated to a toluene surrogate.
- (B) The sum of all measured normal aldehydes from formaldehyde through nonanal, plus benzaldehyde, individually calibrated to a compound specific standard. Heptanal through nonanal are measured via TD/GC/MS analysis and the remaining aldehydes are measured using HPLC/UV analysis.
- (C) Allowable levels for chemicals not listed are derived from 1/10th of the Threshold Limit Value (TLV) industrial work place standard (Reference: American Conference of Government Industrial Hygienists, 6500 Glenway, Building D-7, and Cincinnati, OH 45211-4438).





*Green is a statement of achievement.
It is also a pledge of responsibility.*

We believe displaying a “Green” label is a pledge to continually improve sustainability practices in both material sourcing, manufacturing processes and waste management as well as the active reduction of any environmental impact of those processes in both the long term and short term. We believe this is what being green is all about. It is a promise that we make to you, our customers – and it is a promise you can confidently pass on to your customers who choose to purchase our furniture. It is a promise that will stand – for years.

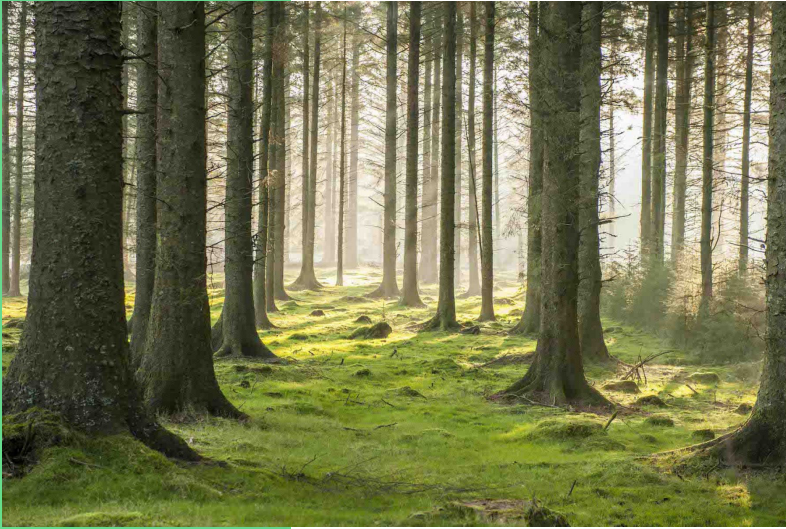
It is through this philosophy that we have chosen to define our own green promise to you. We would like to introduce you to our GreenStar 5-point Program.

There are many opportunities today for manufacturers to obtain the Green Label through third-party certification. We have explored and participated in these opportunities in the past. However, we felt that there was an overall lack of consideration for the full scope of what being green really means. Additionally, we felt that regardless of the validity of the process, certification was more about the “green industry” revenue stream than achieving a total green outcome. None of the third-party certifications “covered all the bases” in our opinion, so we set out to define our own reporting that we will publish and update annually.

We believe there are five Green pillars. We represent them as the five points in our GreenStar Logo. Those pillars are:

- Using Green Materials
- Sourcing Locally
- Improving Impact on Indoor Air Quality
- Improving Green Processes
- Designing Product Longevity

Please take the opportunity to tour each of our 5 pillars. Under each, we will describe what we are focusing on and what we are doing to improve. Where we can publish measurable results, we will do so. If we are improving or not improving, you will see it.



Using Green Materials

As a manufacturer, we have an obligation to fulfill our promise to our customers. As a green manufacturer in the 21st century, we also have an obligation to fulfill our promise to our environment for today and for the future. One of the most obvious ways to honor our green obligation is by selecting “Green” materials to work with. The challenge is selecting green materials that enable us to fulfill our promise to our customers with zero diminishment in quality or longevity.

What makes a material “Green”? We look for items that are sustainably produced. We note the percentage of recycled material in its makeup, and the percentage of that item that is recyclable. Many of our materials are certified to various Green standards. Where that information is readily available or provided by our suppliers, we make it available here.

Consistent with all aspects of our Greenstar Program, our Green Materials Program is a process of continual improvement. It is our goal to consistently improve the quality of our products on every level. That starts with improving the quality of our materials on every level.

Here is a summary of each of our Materials Categories. Each category will provide a link to all related documents and statements provided by our suppliers.

Particle Board Core (...Resources/Downloads/GreenStar Information/Particleboard...)

Our primary particle board suppliers list final manufacturing locations as Sayabec and Val-d’Or, Quebec, Canada and Grayling, Michigan, USA.

Our Canadian sources have listed their recycled content as:

Pre-Consumer: 83.7%-86.6%

Post-Consumer: 0%

The Grayling, Michigan source lists its recycled content as:

Pre-Consumer: 35.59%

Post-Consumer: 0%

Certified Chain-of-Custody particle board core materials are available at an upcharge.

Veneers and Wood Materials (...Resources/Downloads/GreenStar Information/Veneers & Wood Materials)

Our hardwood products are all FSC Chain-of-Custody certified.
Certified Chain-of-Custody plywood materials are available at an upcharge.

High-Pressure Laminate (...Resources/Downloads/GreenStar Information/Laminates...)

Our main sources for high-pressure laminate have provided the percentage of recycled content in their products that we use.

Formica Grade 10: Pre-Consumer: 1.9%, Post-Consumer: 8.6%, Total: 10.5%

Formica Grade 12: Pre-Consumer: 1.7%, Post-Consumer: 10.6%, Total: 12.3%

Formica Grade 20: Pre-Consumer: 1.5%, Post-Consumer: 13.9%, Total: 15.4%

Formica Backers: Pre-Consumer: 2.4%, Post-Consumer: 0%, Total 2.4%

Formica Compact: Pre-Consumer: 2.4%, Post-Consumer: 0%, Total: 2.4%

Wilsonart Series 335: Post-Consumer: 34%

Wilsonart Series 350: Post Consumer: 22%

Both Formica and Wilsonart high-pressure laminates are FSC Chain-of-Custody certified.



Steel and Aluminum Components

(...Resources/Downloads/GreenStar Information/Metal...)

Our steel components come from providers who source their steel through service centers who, in turn, purchase from both domestic and global sources. There are two steel making processes: Basic Oxygen Furnace (BOF) and Electric Arc Furnace (EAF) process.

Recycled scrap percentage can range from 24% - 40% in a BOF operation. The remainder is made up of iron ore with a very small amount of additional material used for alloying. The typical recycled scrap content for BOF operations is 24%-30%.

The EAF process allows a much greater range of recycled scrap in the steelmaking operation. The percentage of scrap material can be as high as 100%. A typical percentage is 50% scrap 50% iron.

All of our steel and aluminum components are 100% recyclable.

Plastic Resin Molded Components (...Resources/Downloads/GreenStar Information/Plastic Resin Molded Components)

Our various plastic resin molded chair components use glass-filled polypropylene (GFPP), prime polypropylene (PP) and/or glass-filled nylon (GFN).

All of the products could have a blend of post-industrial recycled GFPP, PP or GFN. The blends could be as high as 25% depending on item color.

All of the resins are 100% recyclable.

Edge Band (...Resources/Downloads/GreenStar Information/Edgeband)

Aside from solid wood edge band (which is included in our **Veneers and Wood Products** category), the majority of edge band material that is used in our industry is PVC. This material is comprised of polyvinyl chloride, butylmercaptotoxo-stannane, titanium dioxide, 2-propenoic acid, 2-methyl-, 2-ester, polymer with ethyl 2-peopenoate. Most PVC edge band is 99% virgin new plastic. This is not considered a very “green” material. It is a staple in our industry and that is unlikely to change any time soon. Fortunately, only a very small amount of this product is used as a percentage of any furniture item.



Fabric (...Resources/Downloads/GreenStar Information/Fabric)

The composition of fabric for upholstery varies considerably. Common materials include Polyester, Non-Phthalate Vinyl, Polyurethane, Cotton, Wool, Rayon, Nylon and Silicone. Any given fabric can be comprised of 100% of nearly any material or a blend of several. Some fabrics may include a percentage of post-consumer recycled material up to and including 100%.

We have included a chart that includes all of our graded fabrics and their contents for your review. Follow the link above.

Fabric is considered to be nearly 100% recyclable. In most cases, a more accurate term would be repurpose-able. Recycled fabric can be put to other uses instead of ending up in a landfill.

Paint, Stain & Powder Coat (...Resources/Downloads/GreenStar Information/Paint & Stain)

The majority of our steel frame and structural components are powder coated. Studies have proven that water-based paints and powder coatings produce the lowest carbon footprint compared with solvent-based coatings.

Steel components that are powder coated can be recycled in the EAF steel making process.

The solvent from the Airguard Low Gloss finish applied to our wood products can be collected, rehydrated and reused.

Hardware – Metal components, Glides, Casters (...Resources/Downloads/GreenStar Information/Hardware - Glides & Casters)

Metal components manufactured from steel, brass and nickel are all 100% recyclable.

The wheel and caster bodies of our nylon casters are typically composed of 85-90% pre-consumer recycled material and 10-15% post-consumer recycled material. The wheels and caster bodies are 100% recyclable. The stems are metal and 100% recyclable.

Hardware – Acrylic/Plastic Components (...Resources/Downloads/GreenStar Information/Plastic Hardware & Components...)

Certain types of acrylic can be made from recycled plastics. Most of these or not suitable for our use. Additionally, at present, acrylic is difficult to recycle. There are companies that are working on ways to make acrylic more sustainable, but their solutions are not yet widely available.

At mediatechnologies, we believe that being green is an ongoing process of continual improvement. We pledge to continually:

- Improve and expand our use of green materials
- Expand the pursuit of local sourcing
- Heighten our awareness of the impact of our materials and processes on air quality in our local environment as well as the impact of our products in our customers' environments
- Review, refine and improve the green practices in our manufacturing process
- Live up to our commitment to design furniture with lasting value.

It is our goal to assure you that the purchase of mediatechnologies furniture is not only an investment with lasting value, but also an investment in a sustainable future.



Sourcing Locally

In the retail world, the “Buy Local” slogan makes sense on many levels. Obviously, money spent in the community, stays in the community. This has a great effect on jobs and overall health and growth of a community. But, in a broader sense, buying locally also has a “green” aspect. Products and materials locally sourced require less transportation (fuel, pollution and waste) and in some cases less packaging (pollution and waste) than items that must travel great distances or be shipped from overseas.

Political justifications aside, buying “American” where possible makes economic sense. It helps to support our economy, sustains jobs, reduces the impact of transportation and helps to avoid interruptions of the supply chain (trade embargos, disputes and tariffs).

We put a priority on “buying American” when it is possible. In turn, we also look regionally and within our own State first when looking for suppliers. At present, it is not physically or economically feasible to purchase all required materials in Michigan, the Mid-West or even the United States. But it is our mission to continue to look for quality from these regions first.

We believe being “Green” means to strive to reduce the impact of transportation (fuel, pollution and waste) and packaging (pollution and waste) by sourcing locally. Additionally, we believe being Green also includes helping to positively impact local communities in the USA through local sourcing. Over 95% of our material is sourced in the USA. The only items we directly import are two types of table bases and a plastic stool in addition to casters and some hardware. We purchase everything else through domestic sources. In many cases their sources are both domestic and global.

Here is a summary of each of our Materials Categories and a general report indicating the general source for each.

Particle Board Core

We purchase our particle board core sheet goods locally. All Particle board core products we use are produced in Canada and in the USA.

Veneers, Hardwoods, Materials

All of our hardwood is harvested in Michigan, USA.

High-Pressure Laminate

We purchase all of our laminate sheet goods locally. All of our laminate products are manufactured in North America.

Steel & Aluminum Components

With the exception of the Rockford Tables Bases, Duo legs and a Cesar base component, all steel frames and structural components are purchased domestically. The steel producers utilize both domestic and global sources for their materials.

Plastic Resin Molded Components

All of our plastic resin molded components are molded 132 miles away, in Pottersville, Michigan, USA.

Edge band

Our edge band materials are purchased locally. PVC Edge banding is manufactured in Canada and wood edge banding is a product of Germany.

Fabric (...Resources/Downloads/GreenStar Information/Fabric...)

All of our Fabric is purchased domestically. The various mills that produce the fabric are located all over the world. We have provided a chart that indicates which of our graded fabrics are produced by mills in the USA. Follow the link above.

Paint, Stain & Powder Coat

We purchase our stains and paint locally. These items are produced Domestically.

Our powder coating vendor is located in Michigan, USA.

Hardware – Metal Hardware, Glides, Casters

In the area of hardware, most items are purchased through domestic distribution sources. However, the great majority of items in this category have global origins.

Acrylic Components

Our Acrylic components are sourced and manufactured in the USA.



Indoor Air Quality

Maintaining the safety of the air you and I breathe is a priority for mediatechnologies. We have an obligation to ensure that the products we provide to you do not impact your indoor air quality in a negative way. We take this obligation seriously. You have a responsibility in this as well. Do your homework. Not every material, finish and fabric is equal. In many cases, the choice is up to you.

Indoor Air Quality certification frequently takes the form of a Greenguard (or equivalent) certification or a CARB rating. The Greenguard rating appears to be the most common in our industry. Very generally speaking, **Greenguard Certified** indicates that the material meets the qualifications making it suitable for use in a closed office environment. **Greenguard Gold Certified** indicates that the material meets the qualifications making it suitable for use in a school environment. Sure, there are a lot of specifications and requirements (ECC, TSCA, CARB, NAF, ANSI, BIFMA, etc.) attached to these and other certifications, but this is the general distinction. Indoor air quality ratings are determined by measuring the amount of VOCs (Volatile Organic Compounds) that are emitted at room temperature.

We build a lot of different types of furniture. Fortunately, the number of materials required are not as great. We utilize particle board, wood veneers, laminates, adhesives, paints, stains, foam, fabrics, steel, powder coats and hardware. That's about it. Many of these are non-emitting, like steel. Others, that are emitting, must have their VOCs measured and recorded. Our furniture is a sum of its parts.

As I mentioned previously, not all materials are the same. In some cases, we can provide special materials with a lower VOC emitting rating at an upcharge. We have attempted to gather indoor air quality information for you as it relates to the materials we use. We will provide a general summary for each material category as well as make the material-specific information we have available to you.

Particle Board Core (...Resources/Downloads/GreenStar Information/Particleboard...)

Our particle board suppliers have provided certification that their products meet indoor air quality specifications as defined by the following standards:

ECC	ECO-Certified Composite Grademark Certification Program
TSCA	EPA TSCA Title VI – 40 CFR 770.18(d) Ultra low-emitting formaldehyde resins exemption from certification and testing
CARB	CARB ATCM 93120.3(d) – Special Provision for Manufacturers of HWPW, PB and MDF with Ultra- Low-Emitting Formaldehyde (ULEF) Resins
NAF	No Added Formaldehyde (NAF) Certified

UNIBOARD Particle Board and MDF is ECC, TSCA Title VI and CARB Compliant
ARAUCO Particle Board and MDF is TSCA Title VI and CARB Compliant.

Veneers and Hardwood, Materials (...Resources/Downloads/GreenStar Information/
Veneers & Wood Materials...)

Our veneer core and hardwood suppliers have provided certification that their products meet indoor air quality specifications as defined by the following standards:

- TSCA EPA TSCA Title VI – 40 CFR 770.18(d) Ultra low-emitting formaldehyde resins exemption from certification and testing
- CARB CARB ATCM 93120.3(d) – Special Provision for Manufacturers of HWPW, PB and MDF with Ultra- Low-Emitting Formaldehyde (ULEF) Resins

Our veneers, veneer core and hardwood materials are TSCA and CARB Compliant.

High-Pressure Laminates (...Resources/Downloads/GreenStar Information/Laminates...)

Our laminate suppliers have provided certification of their products to the following standards:

UL Greenguard

UL 2818 - 2013 Standard for Chemical Emissions for Building Materials, Finishes and Furnishings. Wall finishes are determined compliant using an Office Environment with an air change of 0.68 hr⁻¹ and a loading of 33.40 m².

UL Greenguard Gold

UL 2818 - 2013 Gold Standard for Chemical Emissions for Building Materials, Finishes and Furnishings. Wall finishes are determined compliant in accordance with California Department of Public Health (CDPH) Standard Method V1.2-2017 using a Classroom Environment with an air change of 0.82 hr⁻¹ and a loading of 94.60 m².

SCS Indoor Advantage Gold

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3 -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters 1,2. Also conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 (effective January, 2017) for the open plan1, private office2, school classroom2 parameters.

Formica Laminates are Greenguard and Greenguard Gold Certified

Formica Phenolic Backers are Greenguard Gold Certified

Formica Compact is Greenguard Gold Certified

Wilsonart Laminates are Greenguard Gold and Indoor Advantage Gold Certified

Wilsonart Phenolic Backers are Greenguard Gold Certified

Nevamar High Pressure Laminates are Greenguard and Greenguard Gold Certified

Pionite High Pressure Laminates are Greenguard and Greenguard Gold Certified

Steel & Aluminum Components

Steel and aluminum components are non-emitting.

Plastic Resin Molded Components (...Resources/Downloads/GreenStar Information/Plastic Resin Molded Components...)

Our plastic resin molded seating components were all certified to the following standard:

SCS Indoor Advantage Gold

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3 -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters 1,2. Also conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 (effective January, 2017) for the open plan1, private office2, school classroom2 parameters.

Edge band

Our supplier has furnished no indoor air quality exposure and VOC information for PVC edge band material.

Fabric (...Resources/Downloads/GreenStar Information/Fabric...)

Our fabric suppliers have provided us with a range of information. Some suppliers' offerings all meet one or another indoor air quality standard. Some suppliers have not made this information available.

We have provided a chart that indicates the applicable indoor air quality standard for each of our graded fabrics. The chart is arranged by supplier. Where no information is listed, it has not been provided by the supplier. Follow the link above.

Paint, Stain & Powder Coat (...Resources/Downloads/GreenStar Information/Paint & Stain...)

Our Airguard Low Gloss Stains and Finishes are certified to meet the criteria for Greenguard and Greenguard Gold standards.

Powder coats release a negligible amount of VOCs and are generally considered to be non-emitting.

Hardware – Metal components, Glides, Casters

Metal hardware is non-emitting.

Our providers of casters and other item with mixed composition were unable to provide information about their products impact on indoor air quality. Typically, these products do not contain formaldehyde or other compounds that would release VOCs into the atmosphere.

Hardware – Acrylic/Plastic Components

Acrylic does not release VOCs into the atmosphere. It is considered non-emitting.



Improving our Green Processes

As a manufacturer of predominantly wood and wood-based furniture, it is inevitable that scrap is produced. No matter how efficiently we plan sheet material utilization, there is always scrap. There is always sawdust produced when a saw, sander or a drill is used to shape or fasten components. While we don't produce the materials we use to manufacture our furniture, we do apply sprayed finishes to some of them. We also produce waste and scrap that is common among most manufacturers, like wooden pallets, steel, plastic and cardboard scrap materials.

We currently have processes in place to directly address the collection of manufacturing scrap and waste and to recycle or repurpose it.

Sheet Goods and Wood

Unusable sheet goods and solid wood scraps are made available to the local community to be used for projects or for use as kindling (hardwood only). Scraps are made available in a designated area by the side of the road for pick up. We work to limit what we put in the trash

Sawdust

Sawdust is collected through an industrial dust collection system and we provide it to local farmers for animal bedding.

Spray Finish

Our finish product for wood products is sprayed on a Superfici flatline finish system. All overspray solvent is reclaimed from a belt, rehydrated and reused as seal coat on future orders.

Thermoplastics

All unusable thermoplastic components are recycled.

Steel

All unusable steel components are recycled.

Wooden Pallets

All wooden pallets are reused until they lose their structural integrity. Unusable pallets are recycled.

Cardboard

All scrap cardboard is crushed, bailed and delivered to a recycling facility.

It is our goal to continually review, refine and improve the green practices in our manufacturing process.

We are also focusing on our office practices as well. When lighting and light fixtures need to be replaced, we look for energy-efficient solutions. We are currently looking for an efficient way to recycle paper products, batteries, inkjet printers, computers, keyboards, monitors, etc. The State of Michigan imposes a 10¢ deposit on soft drink containers, so all bottle and cans are collected for a refund.

We believe being “green” is an ongoing process of continual improvement. We will continue to look for ways to our energy use, reduce waste, repurpose and recycle.

Designing Product Longevity

A close-up photograph of an hourglass with sand falling from the top bulb to the bottom bulb. The hourglass is set against a blurred background of what appears to be a wooden surface.

There is a prevailing belief that manufacturers design a product to last just past the warranty period before it fails. I have 10 years of experience in manufacturing for the testing and reliability community and I must admit, that in some cases, I can confirm that this belief is reality. But not every manufacturer shares this short-sighted view.

At mediatechnologies, that kind of thinking “*goes against our grain.*” Our furniture has been referred to as “30-year furniture.” We design and build your furniture so that you get the maximum value out of your investment. Some people think getting 30 years of use out of anything today is remarkable. We think it should be an expectation. Call it ethics, pride, craftsmanship, honesty, stubbornness, attitude...you can give our driving force a lot of different names. But in the end, it comes down to wanting to do the best job that we can for every customer who places enough trust in us to also place an order.

OK. What does this have to do with being “green”?

It’s actually very simple. Longer product life reduces the amount of product that is discarded and increases the value of your investment at the same time. Longer product life means less furniture in the landfill. We achieve this through material selection, design for longevity, and of course, experience. We don’t cut corners.

Of course, furniture can show wear over time and we have some solutions for that as well.

- Our finished wood products can be touched up with materials available at local hardware to keep furniture looking great without replacement.
- Our steel components can be touched up onsite.
- Upholstered and thermoplastic seating components can be replaced to prevent complete replacement.

We want you to trust that we will continue to design and produce furniture with lasting value.

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

MooreCo, Inc.

2885 Lorraine Ave, Temple, TX, United States

For the following product(s):

See Addendum

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for seating¹ and school classroom parameters.²

¹ Modeled as Office Seating

² Modeled as Pupil Seating

Registration # SCS-IAQ-05923

Valid from: January 17, 2021 to January 16, 2022



Stanley Mathuram 85

Stanley Mathuram, PE, Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

Certification Addendum

MooreCo, Inc.

Certification: Registration # SCS-IAQ-05923 | Valid from: January 17, 2021 to January 16, 2022

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for seating¹ and school classroom parameters.²

¹ Modeled as Office Seating

² Modeled as Pupil Seating

Products: **Seating:**

MooreCo: AKT Soft Seating, Beanies By MooreCo, Blossom Bundle, Blossom Stool, Butterfly Chair, Circulation 4-Leg, Circulation Accessories, Circulation Task, Configurable Soft Seating, Dot 5-Pack Soft Seating, Dot Rocking Stools, Dot Soft Seating, Elate Task and Guest Seating, Elevate Steps, Elevate Wind, Enroll featuring Hierarchy Tablet Chair, Ergo Ex Ergonomic Office Chair, Grow Stool, Grow Stool Seat Pad, Hierarchy 4-Leg, Hierarchy 4-Leg Caster, Hierarchy 4-Leg Stool, Hierarchy 5-Star Chair, Hierarchy 5-Star Stool, Hierarchy Cantilever, Hierarchy Flipz Stool, Hierarchy Rocker, High Back Soft Seating, Kids Soft Seating, Lab Stool, Mid Back Soft Seating, Mobile Counter Stool, Modular Soft Seating, Orbit, Posture Perfect, Pouf Stool, Round Stool, Seed Commercial 5-Star Chair and Stool, Seed Commercial Seating 4-Leg and Wire Chair and Stool, Soft Seating Seat Pads Soft Sway Rocking Chairs, Spine Align Ergonomic Office Chair, Square Stool, Up-Rite Perch Stools, Variable Height Ottomans

Certification Addendum

MooreCo, Inc.

Certification: Registration # SCS-IAQ-05923 | Valid from: January 17, 2021 to January 16, 2022

Addendum **Indoor Advantage™ Gold**

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¹ Modeled as Office Seating

² Modeled as Pupil Seating

Products: **Essentials:** Economy Gray Pouf Soft Seating, Economy Gray Shapes Soft Seating,, Nester Guest & Task Chair, Stacking Stool, Trax Task Stool

Vanerum: Airley 4-Leg, Airley 5-Star Chair, Airley Cantilever, Airley Wire Sled, Cocoon Benches, Cocoon Media Space Bench, Cocoon Media Space Wall, Cube, Enroll featuring Seed Tablet Chair, Harvest Bench, Jokum, Koil Reading Nook, Opti+ 5-Star Chair, Opti+ 5-Star Stool, Opti+ Cantilever, Opti+ V-Frame, Privacy Pods, Round Puff, Seed 4-Leg, Seed Cantilever, Seed Rocker, Seed 4-Leg Caster, Seed Stool, Seed 5-Star Stool, Urdu Stool, Vivid

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

MooreCo, Inc.

2885 Lorraine Ave, Temple, TX, United States

For the following product(s):

See Addendum

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

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¹Modeled as Office Seating; ²Modeled as Pupil Seating

Registration # SCS-IAQ-05924

Valid from: January 17, 2021 to January 16, 2022



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Certification Addendum

MooreCo, Inc.

Certification: Registration # SCS-IAQ-05924 | Valid from: January 17, 2021 to January 16, 2022

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for seating¹ and school classroom parameters.²

¹Modeled as Office Seating; ²Modeled as Pupil Seating

Products: **Tables and Desk:**

MooreCo: Activity Tables, Activity Tables and Youth Height Insert, Agility Tables, Akt Tables, Alekto Compact Sit and Stand Workstation, Avid Modular Desk Systems, Bistro Height Adjustable Table, Brawny Training Tables, Compass Makerspace, Desktop Sit to Stand Workstation, Flipper Conference and Training Tables, H Carrel Family, Height Adjustable Flipper Tables, Hierarchy Activity Tables, Hierarchy Boomerang Desk, Hierarchy Cantilever Desk, Hierarchy Cloud 9 Desk and Table, Hierarchy Creator Desks, Hierarchy Creator Tables, Hierarchy Fender by MooreCo, Hierarchy Grow and Roll Tables and Desks, Hierarchy Harmony Desk, Hierarchy Quad Desk and Tables, Hierarchy Sail Desk, Hierarchy Shapes Desk, Hierarchy Snap Desk, Hierarchy Twister Table, Instructor Teacher's Desk II, L-Flex Corner Desk, Lapmaster Laptop Cart, Lapmatic Laptop and Keyboard Stand, Lumina Flip Top Conference and Training Tables, LX Workstations, Mediaspace Multimedia Collaboration Tables, Mobile Teacher Workstation, Mobile Teacher Workstation II, Modular Conference Tables, Modular Teacher's Desk, Nido Tables, Oui Tables, Overbed Table, PJ Table, Porcelain Tables and Desks,

Certification Addendum

MooreCo, Inc.

Certification: Registration # SCS-IAQ-05924 | Valid from: January 17, 2021 to January 16, 2022

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for seating¹ and school classroom parameters.²

¹Modeled as Office Seating; ²Modeled as Pupil Seating

Products: **MooreCo Continued:**

Shapes Desk-Hard Plastic Top, Student Desk Accessories, Study Carrel, Trend Flip Top Table, Up-Rite Electric Sit/Stand Desk, Up-Rite Height Adjustable Carrel, Up-Rite Student Desk

Essentials: Bistro Folding Table, Chi Flipper Tables, Economy Flipper Tables, Economy Lumina Tables, Economy Shapes Desk, Economy Trend Podium Desk, Economy Wall Mount Workstation, Edge Student Desk, Ergo E. Eazy Workstations, Ergo E. Eazy Sit/Stand Mobile Workstation, Essential Stand Up Desk, Essentials Student Desk, Floor Carrel & Add-A-Carrel, Lap Jr. Mobile Laptop Stand, Lapmatic Workstation, Lumina Carrel Starter & Add-on Carrel, Max Stax Multipurpose Cart, Mentor Tables, Pop Mobile Laptop Stand, Split Level Workstation, Tablet Side Table, Task Tables, Up-Rite Desk Mount Workstation, Up-Rite Standing Mobile Workstation, Up-Rite Workstation, Wow Flexi-Desk and Accessories

Certification Addendum

MooreCo, Inc.

Certification: Registration # SCS-IAQ-05924 | Valid from: January 17, 2021 to January 16, 2022

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for seating¹ and school classroom parameters.²

¹Modeled as Office Seating; ²Modeled as Pupil Seating

Products: **Varnerum:** Acute Desks, Acute Tables, Catalyst Table, Cocoon, Cocoon Media Space Table, Community Table, Curve Desk, Frequency Table, Ion Teacher's Desk, Opti+ Move, Prime Activity Desk, Prime Activity Tables, Rule Teacher's Desk, Schoolworks Carrels, Schoolworks Storage, Stance Desk, Sync Tech Cart, Trio Tables–Arch Leg, Trygon Table, Tutor Tables

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

MooreCo, Inc.

2885 Lorraine Ave, Temple, TX, United States

For the following product(s):

See Addendum

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011-R2016) and ANSI/BIFMA e.3 -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and school classroom parameters.¹

¹ Modeled as Individual Furniture Components

Registration # SCS-IAQ-05925

Valid from: January 17, 2021 to January 16, 2022



Stanley Mathuram 92

Stanley Mathuram, PE, Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

Certification Addendum

MooreCo, Inc.

Certification: Registration # SCS-IAQ-05925 | Valid from: January 17, 2021 to January 16, 2022

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011-R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and school classroom parameters.¹

¹ Modeled as Individual Furniture Components

Products: **Shelving and Storage:**

MooreCo: A La Carts, Compass Cabinets, Counter Height Display Case, Dot Carts, Elite Freestanding Display Case, Floor Lectern, Lumina Mobile Podium & Speaker Stand, Makerspace Family, Metal Lectern, Trend Podium Family, Wall Mount Display Case

Essentials: Adjustable Laptop Utility Cart, Adjustable Mobile Printer Stand, Adjustable Utility Cart, Diversity Stand, Dual Adjustable Laptop Utility Cart, Dual Laser Mobile Printer Stand, Economy Tablet Charging Cart, Essentials 3D Printer Cart, iFlex File Cabinet, Low Profile Mobile Printer Stand, Mobile Laptop Charging Stations, PBL AV Cart, Presentation Cart, Refreshment/Utility Cart, Scamp Speaker Stand, Single Fax and Printer Stand, Web AV Cart, Xtra Long Presentation Cart, Xtra Wide Presentation Cart

Vanerum: Align Storage, Array Shelving, Folio Storage

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

MooreCo, Inc.

2885 Lorraine Ave, Temple, TX, United States

For the following product(s):

See Addendum

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3 -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and classroom parameters.^{1,2}

¹ Modeled as Individual Furniture Components

² Modeled as Visual Aid Board

Registration # SCS-IAQ-05926

Valid from: January 17, 2021 to January 16, 2022



Stanley Mathuram 94

Stanley Mathuram, PE, Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

Certification Addendum

MooreCo, Inc.

Certification: Registration # SCS-IAQ-05926 | Valid from: January 17, 2021 to January 16, 2022

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and classroom parameters.^{1,2}

¹ Modeled as Individual Furniture Components

² Modeled as Visual Aid Board

Products: **Markerboards and Accessories:**

MooreCo: Adjustable Modular Boards, All Weather Herald, Aluminum Trim Green-Rite Whiteboard - No Map Rail, Aluminum Trim Tackboards, Bell Glides, Best-Bite Tackless Paper Holder, Beta Cart Family, Black Splash-Cork Tackboard w/ Presidential Trim, Black Splash-Cork Tackboard w/ Ultra Trim, Bulletin Bar, Clarity Screens, Colored Cork Panels, Colored Cork Self-Adhesive Skins, Colored Cork-Plate Tackboard w/ Aluminum Trim, Combination Board - Chalkboard, Combination Board - Whiteboard, Combo-Rite Board - Whiteboard, Commercial Markerboard, Compass Lapboard and Accessories, Cork Strips, Customizable Insert Magnetic Glass Whiteboard, Deluxe Aluminum Trim Green-Rite Whiteboard, Deluxe Aluminum Trim Whiteboard, Deluxe Bulletin Board Cabinet, Deluxe Mobile Reversible w/ Solid Oak Trim, Deluxe Mobile Reversible with Aluminum Trim, Deluxe Mobile Reversible with Euro Trim, Desk Accessories, Desktop Privacy Panel, Directory Board Cabinet, DOC Glass Room Dividers and Partitions, Dura-Rite HPL Whiteboard Panels, Elemental Frameless Whiteboard, Elevation Family Carts, Elevation Family Wall Mounts, Elevation Flat Panel Cart, Elevation Floor Mount Flat Panel Stands,

Certification Addendum

MooreCo, Inc.

Certification: Registration # SCS-IAQ-05926 | Valid from: January 17, 2021 to January 16, 2022

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and classroom parameters.^{1,2}

¹ Modeled as Individual Furniture Components

² Modeled as Visual Aid Board

Products: **MooreCo Continued:**

Enclosed Board Accessories, Euro Trim Whiteboard, Evolution Projection Board with Deluxe Aluminum Trim, Evolution Projection Board with Presidential Trim, Evolution Projection Steel Panels, Expanding Nest Easel. Fab-Tak Tackboard w/ Aluminum Trim, Fabric Add-Cork Tackboard w/ Aluminum Trim, Fabric Cork-Plate Tackboard w/ Aluminum Trim, Fabric Panels, Flat Panel Carts + Cabinets, Flat Panel Wall Brackets, Fluent Glass Wall, Framed Magnetic Glass Whiteboard, Genius Mobile Whiteboard Stand, Glass Classroom Board, Glass Commercial Board, Glass Commercial Wall, Glassboard Accessories, Glider Mobile Whiteboard, HG Articulating Flat Panel Wall Mount, HG Flat Panel Monitor Desktop Clamp Arm, HG Wall Mount Projector Arm, Hierarchy Grow and Roll Board, Horizontal Sliding Boards, Indoor Enclosed Bulletin Board Cabinet, Indoor Enclosed Directory Board Cabinet, Insight Glass Boards, Interactive Projector Board, Interactive Projector Board, Interactive Projector Board + Whiteboard System, iTeach Accessories, iTeach Electric Adjustable Flat Panel Cart, iTeach Electric Adjustable Flat Panel Wall Mount, iTeach Family Carts, iTeach Family Wall Mounts, iTeach Spider Carts,

Certification Addendum

MooreCo, Inc.

Certification: Registration # SCS-IAQ-05926 | Valid from: January 17, 2021 to January 16, 2022

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and classroom parameters.^{1,2}

¹ Modeled as Individual Furniture Components

² Modeled as Visual Aid Board

Products: **MooreCo continued:**

Liso Glass Wall, Luxe Glass Magnetic Whiteboard, Magnetic Flannel Easel, Map Rail Accessories, Mediaspace Flat Panel Cart, Mobile Floor Display Panels, MoorePower Tower, Music Line Board, Natural Cork Panels & Rolls, Natural Cork Self-Adhesive Skins, Nest Easel, New-Rite Replacement Vinyl, Oak Trim Tackboards, OB Trim Board, Ogee Curved Easel, Origin Trim Tackboards, Origin Trim Whiteboard, Outdoor Enclosed Bulletin Board Cabinet, Outdoor Enclosed Directory Board Cabinet, Outdoor Headline Bulletin Board Cabinet, Outdoor Headline Directory Board Cabinet, Pebbles Vinyl Tackboard w/ Aluminum Trim, Pebbles Vinyl Tackboard w/ Ultra Trim, Platinum Flat Panel Cart, Platinum Mobile Reversible, Porcelain Steel Chalkboard Panels, Porcelain Steel Panels, Porcelain Steel Panels and Accessories, Power Accessories, Presidential Bite Board, Presidential Trim Green-Rite Whiteboard, Presidential Trim Tackboards, Presidential Trim Whiteboard, Projection Plus Board with Deluxe Aluminum Trim, Projection Plus Board with El Grande Trim, Projection Plus Board with Euro Trim, Projection Plus Board with Presidential Trim, Projection Plus Board with Ultra Trim,

Certification Addendum

MooreCo, Inc.

Certification: Registration # SCS-IAQ-05926 | Valid from: January 17, 2021 to January 16, 2022

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and classroom parameters.^{1,2}

¹ Modeled as Individual Furniture Components

² Modeled as Visual Aid Board

Products: **MooreCo continued:**

Projection Plus Porcelain Steel Panels, Projection Whiteboard with Polyvision duo Surface, Rapport Glass Wall, Rechargeable MoorePower Tower, Resurfacing Tools, ReTire Rubber-Tak Strip, ReTire Tackboard with Aluminum Trim, ReTire Tackboard with Ultra Trim, Retro Finish Panel, Rubber-Tak Self Adhesive Skin, Rubber-Tak Tackboard w/ Aluminum Trim, Rubber-Tak Tackboard w/ Euro Trim, Rubber-Tak Tackboard w/ Presidential Trim, Rubber-Tak Tackboard w/ Ultra Trim, Sentinel AM Antimicrobial Tackboard w/ Presidential Trim, Sentinel AM Antimicrobial Tackboard w/ Aluminum Trim, Series 31 Whiteboard, Sharewell, Sharewell Spline System, Solid Oak Trim Whiteboard, Speaker Shelf, Splash-Cork Tackboard w/ Aluminum Trim, Splash-Cork Tackboard w/ Presidential Trim, Splash-Cork Tackboard w/ Solid Oak Trim, Standard Bulletin Board Cabinet, Storage Tubs, Storage Wheasel, Tack-Bite Display Rails, Tackboard Display Panel, Tackboard Display Rail, Trek Mobile Room Divider, Trifold Screens, Ultra Bite Board, Ultra Trim Tackboards, Ultra Trim Whiteboard, Unity Glass Wall, Vin-Tak Tackboard w/ Aluminum Trim, Vinyl Add-Cork Tackboard w/ Aluminum Trim,

Certification Addendum

MooreCo, Inc.

Certification: Registration # SCS-IAQ-05926 | Valid from: January 17, 2021 to January 16, 2022

Addendum **Indoor Advantage™ Gold**

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Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and classroom parameters.^{1,2}

¹ Modeled as Individual Furniture Components

² Modeled as Visual Aid Board

Products: **MooreCo continued:**

Vinyl Add-Cork Tackboard w/ Aluminum Trim, Vinyl Cork-Plate Tackboard w/ Aluminum Trim, Vinyl Panels, Visionary Curve, Visionary Enclosed Cabinet, Visionary Glass Boards, Visionary Move, Weather Sentinel Outdoor Board Cabinet, Wheasel Mobile Easel, Whiteboard Accessories, Whiteboard Track System, Wood Trim Bulletin Board Cabinet

Essentials: ABC Bite Board, Baby Folding Wheasel, Black Magnetic Glass Dry Erase Monthly Calendar, Cart Wheasel Mobile Storage & Learning Easel, Cubicle Board Hangers, Dura-Rite Whiteboard w/ ABC Trim, Eco Wheasel, Economy Enclosed Bulletin Board Cabinet, Economy Lapboard, Enlighten Glass Dry Erase Boards, Enlighten Mobile Glass Whiteboard, Essential Mobile Whiteboard, Essential Porcelain Whiteboard, Essentials Black & White Changeable Letter Board, Essentials Black Restaurant Display Easel Dry Erase Markerboard, Essentials Contemporary Silver Magnetic Dry Erase Whiteboard, Essentials Economy Magnetic Dry Erase Whiteboard, Essentials Economy Mobile Magnetic Whiteboard, Essentials Magnetic Dry Erase Monthly Planner Board, Essentials Mobile Adjustable Magnetic Whiteboard Easel + Flip Chart,

Certification Addendum

MooreCo, Inc.

Certification: Registration # SCS-IAQ-05926 | Valid from: January 17, 2021 to January 16, 2022

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and classroom parameters.^{1,2}

¹ Modeled as Individual Furniture Components

² Modeled as Visual Aid Board

Products: **Essentials Continued:**

Essentials Mobile Magnetic Double Sided Whiteboard Easel, Essentials Mobile Vertical Sliding Whiteboard, Essentials Pink & Black Changeable Letter Board, Essentials Portable Aluminum Tripod Display Easel, Essentials Round Bamboo & Black Changeable Letter Board, Essentials White & Black Changeable Letter Board, Flannel Tabletop Easel, Hang Up Whiteboard, Lumina Mobile Reversible Board, Magne-Rite Whiteboard with ABC Trim, Magnetic Language Easels, Modifier XV Height Adjustable Easel, Mosaic Magnetic Glass Whiteboards, Navigator Floor Stand Sign, Patient Magnetic Glass Whiteboard, Porcelain Whiteboard w/ ABC Trim + Map Rail, Porcelain Whiteboard with ABC Trim, Preschool Dividers & Display Panels, Presidential Bite Board w/ Tuf-Rite Surface, Standard Modular Panels, TLC-2 Deluxe Teacher's Learning Center, Tuf-Rite Surface - Unframed, Tuf-Rite Whiteboard w/ ABC Trim, Tuf-Rite Whiteboard w/ ABC Trim + Best Bite, Tuf-Rite Whiteboard w/ ABC Trim + Map Rail, Tuf-Rite Whiteboard w/ Origin Trim, Ultra Bite Board w/ Tuf-Rite Surface, Wood Presentation Easel

Certification Addendum

MooreCo, Inc.

Certification: Registration # SCS-IAQ-05926 | Valid from: January 17, 2021 to January 16, 2022

Addendum **Indoor Advantage™ Gold**

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Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and classroom parameters.^{1,2}

¹ Modeled as Individual Furniture Components

² Modeled as Visual Aid Board

Products: **Vanerum:** Backpack Hook, Corrugated Modesty Panel, Elite Enclosed Board, Essential Mobile Clear Dividers, Executive Enclosed Board, Horizontal Sliding Boards, Illusion Magnetic Glass Boards, Illusion Magnetic Glass Sliding Boards, InMotion Mobile Reversible Board, InMotion Modular Magnetic Glass Room Divider, InMotion Modular Room Divider, Inspire Elan Trim Boards, Inspire Elite Trim Boards, Inspire OZ Trim Boards, OB Trim Boards, OZ Enclosed Board, Urban Enclosed Board, Vertical Sliding Boards

GREEN STATEMENT

Eco-Friendly Furniture For Use Throughout Entire K-12
Educational Environments

Responsibility

At Paragon, being eco friendly is not a fad. It is an ongoing effort to improve processes with the understanding that change and investment now, mean a better future for all.

Science and Low Emitting Products

Paragon furniture classifies as low-emitting furniture in school environments. Let us help you with your projects that require LEED for Schools. We also meet the stringent qualifications for the **CHPS** EQ 2.3.5 credit. As a manufacturer of eco friendly school furniture that meets the criteria for **CHPS** and LEED for Schools, Paragon also achieved the strict standards to qualify as MAS Certified Green®.

<span">Reduce, Reuse, Real numbers and not Rhetoric

Our wood products are manufactured from 100% recycled and/or recovered fiber. 100% of our wood products originate from certified sustainable harvesting methods. Up to 90% of our packaging and steel comes from post-consumer waste or recycled materials. In the places that we

must use packaging materials, they are 100% recyclable. Our investment in machinery and new processes has reduced waste by more than 60% in the past 3 years. 100% of all unused metal from the manufacturing of our product is recycled locally. Paragon's Arlington based manufacturing facility uses powder-coat which means you can be assured that no solvents and negligible amounts of VOC's, if any, are being released into our atmosphere.

Partnership and Accountability

As a United States based manufacturer, we feel it is our responsibility to ensure all of our supply partners share our desire for environmental stewardship. By using independent third party testing of our products, we are staying accountable to YOU. This is not about telling a nice story to make everyone feel good. This is about

doing the right thing for the environment
and for the planet our children will inherit.

About

Company Info

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Case Studies

Continuing Education

Contracts

Literature, Images & Symbols

Project Registration

Share Your Story

Site Map

XML Site Map

New Distributor

Product

Boards

Circulation Furniture

Desks, Kiosks & Workcenters

Display Furniture

Lecterns

Maker Space

Seating

Shelving

Storage

Tables

Paragon[®] manufactures high quality school furniture for use throughout K-12 educational learning environments - classroom, makerspace, library, commons and STEAM.

Paragon Furniture Corporate Office

2224 East Randol Mill Road

Arlington TX 76011

Phone: 817.633.3242

Fax: 817.633.2733

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GREEN STATEMENT

Eco-Friendly Furniture For Use Throughout Entire K-12
Educational Environments



LEED Credit information for Safco Products

Category		Qualifying Information	Possible Credits
Materials and Resources	4.1 Recycled Content	Our material suppliers use recycled steel when available and by LEED interpretation 5519, any steel content can be claimed as 25% post-consumer recycled content https://www.usgbc.org/content/li-5519	1
Materials and Resources	5.1 Regional Materials	Projects within 500 miles of our Safco manufacturing facility in Milford, IA	1
Indoor Air Quality	4.5 Low-Emitting Materials	The majority of Safco Products meet either the Intertek Green Leaf certification or UL Green-guard certification for low emitting VOC.	1



CERTIFIED
CLEAN AIR GOLD

Intertek does hereby certify that an independent assessment has been conducted on behalf of

SEDIA SYSTEMS

Certificate Number: 103818118GRR-001a

Certification valid until: 25 January 2020

**Applicant Address: 1820 W. Hubbard St.
Chicago, IL 60622 USA**

Product Category: Seating

Conformance Criteria: ANSI/BIFMA e3-2014e, Sections 7.6.1, 7.6.2, 7.6.3: Private Office

**Issuing Office Name & Address: Intertek Testing Services NA, Inc.
4700 Broadmoor Ave SE, Suite 200
Kentwood, MI 49512 USA
Ph: +1-616-656-7401**

A handwritten signature in black ink, appearing to read 'Brian Kneibel', with a horizontal line underneath.

Brian Kneibel
Certification Manager
13 March 2019

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This Certificate is for the exclusive use of Intertek's client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Certificate. Only the Client is authorized to permit copying or distribution of this Certificate. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test/inspection results referenced in this Certificate are relevant only to the sample tested/inspected. This Certificate by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.



CERTIFIED
CLEAN AIR GOLD

Certificate Appendix

SEDIA SYSTEMS

Certificate Number: 103818118GRR-001a

Product Category	Seating
Model Name(s)	M50, M60, T50, O60, V8000, Beam Series, X-Series
Product Restrictions	None



CERTIFIED
CLEAN AIR GOLD

Intertek does hereby certify that an independent assessment has been conducted on behalf of

SEDIA SYSTEMS

Certificate Number: 103818118GRR-001b

Certification valid until: 25 January 2020

Applicant Address: 1820 W. Hubbard St.
Chicago, IL 60622 USA

Product Category: Seating

Conformance Criteria: ANSI/BIFMA e3-2014e, Sections 7.6.1, 7.6.2, 7.6.3

Issuing Office Name & Address: Intertek Testing Services NA, Inc.
4700 Broadmoor Ave SE, Suite 200
Kentwood, MI 49512 USA
Ph: +1-616-656-7401

A handwritten signature in black ink, appearing to read 'Brian Kneibel', with a horizontal line underneath.

Brian Kneibel
Certification Manager
13 March 2019

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This Certificate is for the exclusive use of Intertek's client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Certificate. Only the Client is authorized to permit copying or distribution of this Certificate. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test/inspection results referenced in this Certificate are relevant only to the sample tested/inspected. This Certificate by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.



CERTIFIED
CLEAN AIR GOLD

Certificate Appendix

SEDIA SYSTEMS

Certificate Number: 103818118GRR-001b

Product Category	Seating
Model Name(s)	E10, P10, G20, J30, FT20, L40, R40, Jury Series, FT20 Mesh, Mercury, Mercury Plus, Mercury Premier, JumpSeat
Product Restrictions	None



SICO® Sustainability

Products that are User Friendly and Planet Friendly

SICO's® mission has always included the pursuit of environmentally friendly, sustainable solutions. Because our product components are of significantly higher quality, the useful life cycles of our products are significantly longer than those of our competitors. That can mean less material usage, salvage, waste, landfill consumption, disposal costs, freight costs, downtime and repair costs.

As a company, SICO® is working hard to bridge the gap between supplying sustainable, earth-friendly product solutions and constructing products that are built to stand the test of time. We are committed to providing customers around the globe with quality products that have a proven track record as a sound investment. In addition, we are always researching new sustainable materials for use in our products.



GREENGUARD® Certification:

As part of our commitment to support this effort, we have a growing number of products that have now been certified with the GREENGUARD® mark of distinction. All of these products have gone through a stringent independent testing program that has affirmed that they meet the high standards set by the GREENGUARD® Environmental Institute for product emissions into the indoor air stream. Look for this logo on SICO® tables and other products.

Environmentally Friendly Materials:

- Medium Density Fiberboard (MDF) top core material is manufactured from materials under SFI (Sustainable Forestry Initiative) or Canadian Standards Association Standards. The MDF/poly top blanks supplied to SICO® feature a substantial amount of recycled/recovered material in their construction. Over 99% of the materials used to produce the top blanks are recycled/recovered. The

Composite Panel Association certifies its North American particle board and MDF panels as Environmentally Preferable Products (EPP). They are certified to have met the following criteria: Contains 100% Recycled/Recovered Wood Content. They also conform to ANSI A208.1 (PB) or A208.2 (MDF) Formaldehyde Emission Requirements.

- Corrugated packaging and inner-packaging is constructed of recycled paper products. The percentage of recycled fiber content used in the paper-making process contains 70% total recycled fiber content and the remaining 30% being post-consumer (or comparable) fiber. Post consumer is defined as fiber derived from recovered paper, which has been printed and/or contains inks or colored dyes. For every tree that is cut, 10 are planted
- Recyclable and re-usable containers and pallets.
- A major program of inter-company material shipments has been converted from single-use paper/wood packaging to permanent, reusable, collapsible containers to reduce scrap, waste, transportation, fuel consumption, etc.
- Wood waste sawdust generated in manufacturing is recycled and used for animal bedding.
- Materials used may include recycled paper, recycled plastic, recycled content aluminum, recycled steel, and recycled wood, other recycled metals, and recycled powder paint.
- Adhesives are formaldehyde free.
- Powder coating is an environmentally friendly method of applying a finish that virtually eliminates overspray and provides a non-toxic surface that emits no formaldehyde or VOCs.
- GREENGUARD® GOLD certified products contribute to good indoor air quality.

Environmentally Friendly Manufacturing Processes:

- Metal scrap generated in manufacturing operations is recycled.
- Material handling equipment has been converted from liquid propane gas internal combustion engines to zero emission electric units.
- Plant machinery requiring liquid coolant utilizes water-based materials with closed loop systems.
- Solvents are re-filtered and re-used.
- SICO® is converting plant lighting to high efficiency, energy conserving lamps.
- Virtually 100% of SICO® painted components are finished with powder coatings utilizing closed system recycling systems, with recaptured powders reused rather than becoming waste. Pre-cleaning liquids are recycled to the maximum extent possible, and treated prior to disposal.
- All plating is done in state of the art systems. Rinse waters are reused extensively, with water discharge reduced by 90%.
- Zinc and clear plated parts are 100% finished using a trivalent conversion coating, giving superior corrosion protection.
- SICO's® chrome plated finish is RoHs compliant—even though this particular directive does not apply to our type of manufactured goods, yet.

- SICO's® chrome plater has given several presentations at international conventions and has received several waste reduction awards.
- All metals are recycled and reclaimed from plating filter and returned to economic use in manufacturing. Iron, Nickel, and chromium are removed to make stainless steel. Copper is refined to make copper and brass products. Zinc is removed to make zinc die-castings.
- Recaptured powder from powder paint is recaptured at 95% resulting in very little waste.
- Incoming packaging from production materials is recycled or re-used to the greatest extent possible.

In addition:

- SICO® is undergoing a significant conversion from printed materials and record retention to an electronic retention system. This allows access to information and files without printed material, file cartons, transportation, and with minimization of paper and metal file storage requirements.
- We are working towards printing all documents on recycled-content paper
- SICO's® internal office support staff is committed to recycling waste papers, aluminum, plastic and steel.
- Significant percentages of previously printed literature have been eliminated and replaced with a comprehensive web site that allows customers access to all product instructions, literature, parts lists, etc. without the need for printed, packaged material.

Summary:

SICO® will continue to invest in research and development of durable new materials that are made of renewable and recyclable resources. Our manufacturing processes also reflect attention to minimizing waste, and recycling by-products of production.

Environmental / Sustainable Attributes

Stevens Industries, Inc., the manufacturer of Stevens I.D.SYSTEMS®, is committed to environmental/sustainable responsibility. From our well-informed choice of materials to our state-of-the-art manufacturing, I.D.SYSTEMS' final products are assured to be safe and environmentally friendly. Attributes include — but are not limited to:



Architectural Woodwork Institute (AWI):

Architectural Woodwork Institute (AWI) was established in 1954 for producers of custom millwork. Since its inception, the group has dedicated its resources to improving architectural woodwork industry standards through education and collaborative efforts by its members. AWI members offer customers the added assurance that the manufacturer is knowledgeable of, and adheres to, the industry's high standards. We're proud to be a long-standing AWI member. www.awinet.org



The Architectural Woodwork Institute Quality Certification Program (AWI QCP) has been available since 1995. This program has been recognized by architects, designers and specifiers as the authoritative source of guidance on fine architectural woodwork. It offers an increased level of consumer protection in architectural woodwork sections of construction documents and allows designers and specifiers to include a total quality management mechanism for woodwork in project documents. www.awiqcp.org



UL GREENGUARD Certification:

Stevens Industries, Inc. is proud to be one of the few casework, millwork and panel laminators to have achieved GREENGUARD Gold Certification for our products. Our high-quality laminated products meet stringent chemical emissions limits. GREENGUARD Gold Certification (formerly known as GREENGUARD Children & Schools Certification) includes health based criteria for additional chemicals and also requires lower total VOC emissions levels to ensure that products are acceptable for use in environments such as schools and healthcare, to account for sensitive individuals (such as children and the elderly). It is referenced by both The Collaborative for High Performance Schools (CHPS) and the Leadership in Energy and Environmental Design (LEED) Building Rating System. For a complete list of our UL GREENGUARD Certified products groups, visit: www.ul.com/gg Additionally, to see all of our GREENGUARD Certified products, visit: www.spot.ul.com



Forest Stewardship Council (FSC):

FSC® (Forest Stewardship Council®) certification ensures that products come from responsibly managed forests that provide environmental, social and economic benefits. FSC Trademark License Code: FSC-C014934. Ask us about our FSC products! www.fsc.org

American Institute of Architects (AIA):

Since its inception in 1857, the American Institute of Architects (AIA) has served as a resource for members and a voice of the industry. The AIA sponsors continuing education for those in the field, sets industry standards in contract documentation, and conducts market research and analysis. AIA celebrates the artistic designs of its members and recognizes their work through an awards program. www.aia.org

American Society for Quality (ASQ):

American Society for Quality (ASQ) is the world's leading membership organization devoted to quality. When ASQ says "quality" they mean best practices, continuous improvement, and tapping the full power of knowledge. www.asq.org

Construction Specifications Institute (CSI):

Construction Specifications Institute (CSI) is a national association of specifiers, architects, engineers, contractors, building materials suppliers and others involved in commercial and institutional building design and construction. The organization has 145 chapters and more than 16,000 members. CSI provides technical information and products, continuing education, professional conferences, and product shows to enhance communication among all disciplines of building design and construction, and to meet the industry's need for a common system of organizing and presenting construction information. www.csinet.org

National Association for the Education of Young Children (NAEYC):

The National Association for the Education of Young Children (NAEYC) is dedicated to improving the well-being of all young children, with particular focus on the quality of educational and developmental services for all children from birth through age 8. NAEYC is committed to becoming an increasingly high performing and inclusive organization. www.naeyc.org

Stevens Industries, Inc. is compliant with the <90ppm lead content standard under the Consumer Product Safety Improvement Act (CPSIA).

Stevens I.D.SYSTEMS® products are in compliance with the latest U.S. - EPA - Toxic Substances Control Act (TSCA) - Title VI for formaldehyde emissions.

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Complies with California's Prop 65.



CERTIFIED
BIFMA LEVEL® 2

Intertek does hereby certify that an independent assessment has been conducted on behalf of

GHENT MANUFACTURING INC.

Certificate Number: G10423992GRR-020a

Certificate Issued: 13 April 2021

Initial Certification Date: 31 March 2021

Certificate Valid Until: 20 January 2024

Applicant Address: 2999 Henkle Dr.
Lebanon, OH, 45036 USA

Product Category: Accessories

Product Details: See Appendix

Conformance Criteria: BIFMA e3-2019 Furniture Sustainability Standard for LEVEL® 2 Certification

Issuing Office Name & Address: Intertek Testing Services NA, Inc.
4700 Broadmoor Ave SE, Suite 200
Kentwood, MI 49512 USA
Ph: +1-616-656-7401

Jesse Ondersma
Certification Officer
16 April 2021



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This Certificate is for the exclusive use of Intertek's client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Certificate. Only the Client is authorized to permit copying or distribution of this Certificate. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test/inspection results referenced in this Certificate are relevant only to the sample tested/inspected. This Certificate by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.



CERTIFIED
BIFMA LEVEL® 2

Certificate Appendix

GHENT MANUFACTURING INC.

Certificate Number: 104329922GRR-020a

Product Subcategory	Presentation Products
Model Name(s)	Aria Glassboard, Aria Projection Glassboard, Define Glassboard
Product Restrictions	None



CERTIFIED
BIFMA LEVEL® 2

Intertek does hereby certify that an independent assessment has been conducted on behalf of

GHENT MANUFACTURING INC.

Certificate Number: 10423992GRR-010a
Certificate Issued: 11 February 2021

Initial Certification Date: 20 January 2021
Certificate Valid Until: 20 January 2024

Applicant Address: 2999 Henkle Dr.
Lebanon, OH, 45036 USA

Product Category: Accessories

Product Details: See Appendix

Conformance Criteria: BIFMA e3-2019 Furniture Sustainability Standard for LEVEL® 2 Certification

Issuing Office Name & Address: Intertek Testing Services NA, Inc.
4700 Broadmoor Ave SE, Suite 200
Kentwood, MI 49512 USA
Ph: +1-616-656-7401

Jesse Ondersma
Certification Officer
11 February 2021



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This Certificate is for the exclusive use of Intertek's client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Certificate. Only the Client is authorized to permit copying or distribution of this Certificate. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test/inspection results referenced in this Certificate are relevant only to the sample tested/inspected. This Certificate by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.



CERTIFIED
BIFMA LEVEL® 2

Certificate Appendix

GHENT MANUFACTURING INC.

Certificate Number: 104329922GRR-010a

Product Subcategory	Presentation Products
Model Name(s)	Harmony Glassboard
Product Restrictions	None

WB's Focus is to Exceed in Green Initiatives

WB Manufacturing, a manufacturer of custom work surfaces, tables, furniture and casework, has adopted a green operations initiative that values environmentally responsible practices in manufacturing and operations of its facility.

WB Manufacturing incorporated a broad range program affecting everything from materials that go into its products to its standards on the manufacturing floor. "The process to go green involved reviewing all areas of the business," said Steve Burgess, President.

Energy consumption is a major expense for the organization, but WB Manufacturing found that with a few simple changes from energy efficient lights on the 200,000 square foot plant to motion sensor light switches in the office area resulted in reduced usage by 54% and significantly lower energy bills. WB Manufacturing also voluntarily participates in the peak load lighting conservation program with the local utility company.

Recycling has always been a standard business practice from using recycled paper in the office equipment and recycled corrugated cardboard for packaging to recycling aluminum cans and plastics. WB Manufacturing even recycles the salvage particle board and MDF scraps using a dedicated shredder to create small bedding particles for local farms.

As part of our green manufacturing focus, WB Manufacturing routinely acquires products like particle board and medium density fiberboard (MDF) with No Added Formaldehyde (NAF), Ultra Low-Emitting Formaldehyde (ULEF) in addition to standard industrial grade particle board, medium and thin density fiberboard and plywood used in our products that is both California Air Resource Board (CARB) Phase 2 and Environmental Protection Agency (EPA) TSCA Title VI compliant. WB Manufacturing is constantly evaluating it's suppliers to ensure that their products are constructed using recycled wood fiber, as well as compliance to these regulations required for our industry and services provided.

CARB established emission standards for wood products made with urea-formaldehyde resin products being sold in the State of California. The stated goals of CARB include attaining and maintaining healthy air quality; protecting the public from exposure to toxic air contaminants; and providing innovative approaches for complying with air pollution rules and regulations. In selecting particle board and MDF, WB Manufacturing selects Eco-Certified Composites (ECC). In addition to the adherence to CARB regulations, all composite wood products supplied by WB Manufacturing are also compliant to the EPA TSCA Title VI regulations that became effective as of June 1st, 2018.

WB Manufacturing supplies labeled products in accordance to the California Safe Drinking Water and Toxic Act of 1986 (a.k.a. - Proposition 65 Act). This Act requires all businesses to provide warnings to users in California about exposures to chemicals that cause cancer, birth defects or other reproductive harm.

WB Manufacturing continues to focus its operation on complying with manufacturing standards that puts the health and welfare of the planet and our people first. Our focus is to exceed in green initiatives and standards.

Visit wibenchmfg.com to learn more about our involvement in the following programs:

- **Eco-Certified Composite Standard**
- **California Air Resource Board**

Project Green Vision and Mission

Vision

Caring about our communities and being thoughtful citizens mindful of personal environmental footprints

Mission

Commit to executing sustainable practices through out our organization and enabling our customers' sustainability efforts through our product offering and education.



Project Green Objectives

- Develop an understanding of what the green certification process is as well as how it benefits School Specialty.
- Promote collaboration between Project Green Teams and the various business units within SSL to maintain standards of certification and generate ideas for future initiatives towards advancing to next level of certification.
- Educate both the internal associates and our customers about current level of certification and the benefits it provides to the business and to the customer.
- Utilizing a triple bottom line approach to produce an ROI for School Specialty.



Who is Green Business Bureau?

WHY JOIN? ▾ BLOG ABOUT GBB ▾ GET STARTED! ▾ MEMBER FEEDBACK MEMBER LOGIN



Green Business Bureau MEMBER


Demonstrate Your Commitment to Sustainability with the Green Business Bureau Seal

The Green Business Bureau is the trusted authority in green business. Our EcoAssessment™ and EcoPlanner™ tools enable businesses to understand, prioritize, implement and certify green initiatives and sustainable business practices. As a trusted 3rd party, we provide businesses with an official seal to validate and promote their green commitment and accomplishments.

School Specialty

Member Since: March 2019
W6316 Design Drive, Greenville, WI 54942, United States
Company Website

Certification



PLATINUM

409
GBB POINTS EARNED

Prerequisites	6/6
Business Practices	69/335
Bathroom/Breakroom	48/183
Office Space	207/362
Copy/Print	28/53
Outdoor/Transport	51/407

School Specialty Green Team

Team Nashua



Frank Rye Jr.



Jenae Paine



Maggie Ostler



Sarah Connor



Leslie Smith



Lesley Zimmer



Joe Geltz



Maggie Okponobi

Team Greenville



Angela Duckart



Jenna Villiesse



Richard Welk



Mara Pylypiv



Kimberly McAlevy

Team Mansfield



Justin Welsh



Tim Dove

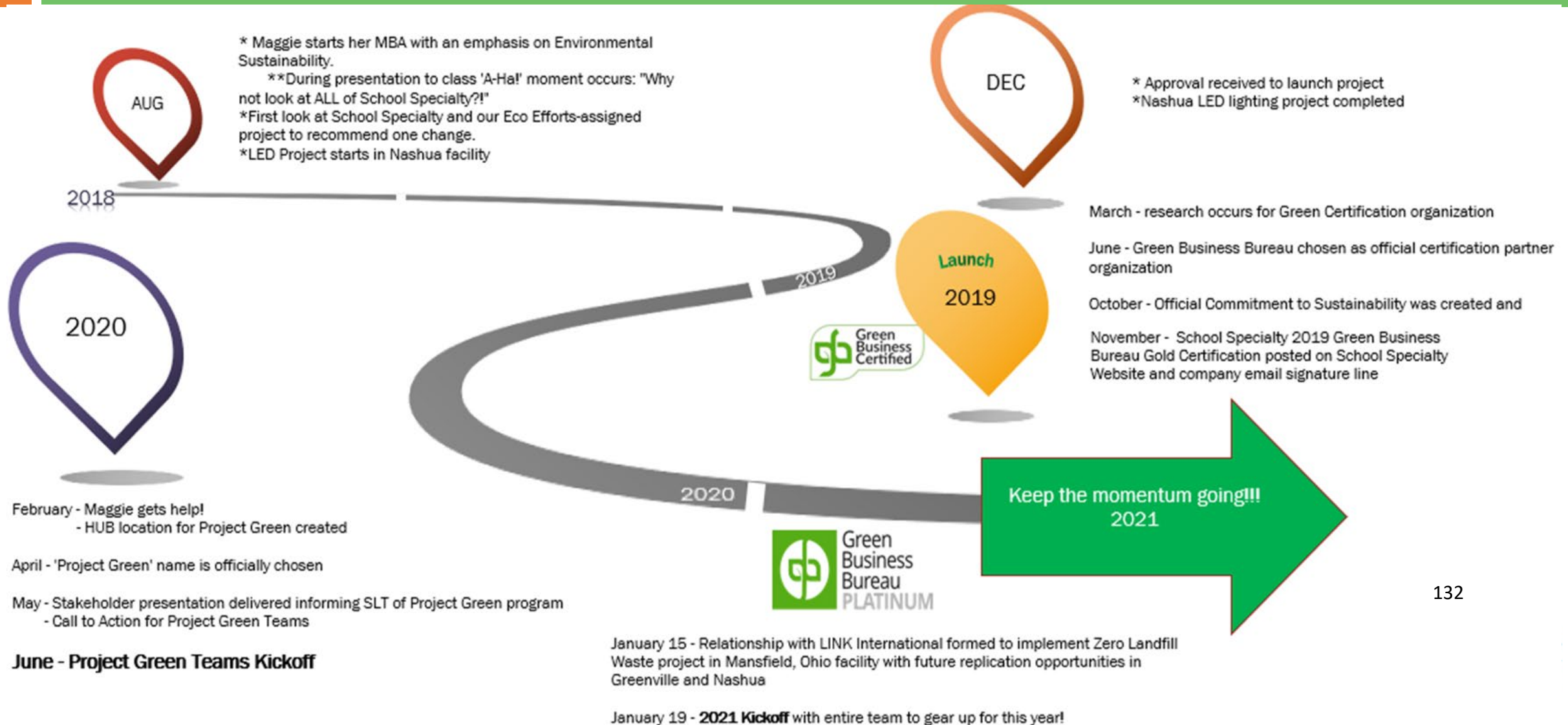


Mitchell Wolfe



Susan Hardy

How did we get here?



Near term & long term Project Green Goals

- With the creation of a Project Green Sales Team: utilize certification as a sales tool
- Align future sale opportunities: [schools are implementing Solar to save money](#)
- Implement Zero Waste program at Mansfield (begun Feb. 2021)
 - Replication in Nashua and Greenville by December 2021
- LED lighting in all facilities by August 2021
- Incorporate internal awareness activities every 3 months for employees and their families to be a part of using their Promise Hours
- Increase Market presence both internally and externally by end of 2021
- Explore a carbon neutral parcel shipping program
- Explore the opportunity of expanding our Eco Friendly product line

Supporting the Green Initiative and teams

Your support is necessary because....

- Project Green is a branch of corporate responsibility
- Aligns to SSL's workplace culture activities
 - Engagement
 - Empowerment
- Adds value to both our customers and our business
 - Selling
 - Corporate Social Responsibility
 - Cost control
 - Integrates nicely with Lean Six Sigma activities
- To be successful green thinking and activities must be fully integrated into our business model



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms

AEPA 022-A

Furniture

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E – Signature Forms – Name of Bidding Company" (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled "Part E – Signature Forms – Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent’s acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	<u>Respondent Certification:</u> YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes, I agree	RMB
2. Termination for Cause of Convenience	Yes, I agree	RMB
3. Equal Employment Opportunity	Yes, I agree	RMB
4. Davis-Bacon Act	Yes, I agree	RMB
5. Contract Work Hours and Safety Standards Act	Yes, I agree	RMB
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	RMB
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	RMB
8. Debarment and Suspension	Yes, I agree	RMB
9. Byrd Anti-Lobbying Amendment	Yes, I agree	RMB
10. Procurement of Recovered Materials	Yes, I agree	RMB
11. Profit as a Separate Element of Price	Yes, I agree	RMB
12. General Compliance with Participating Agencies	Yes, I agree	RMB

School Specialty, LLC

 Name of Business



 Signature of Authorized Representative

Ryan M. Bohr

 Printed Name

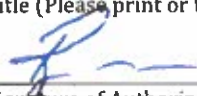
September 2nd, 2021

 Date

Solicitation Affidavit


Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

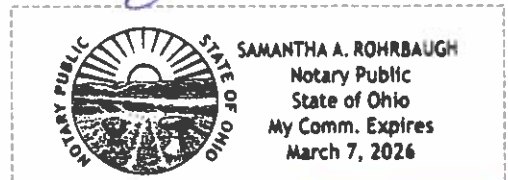
1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Ryan M. Bohr	100 Paragon Parkway
Authorized Representative (Please print or type)	Mailing Address
President and Chief Executive Officer	Mansfield, Ohio 44903
Title (Please print or type)	City, State, Zip
	September 2nd, 2021
Signature of Authorized Representative	Date

Subscribed and sworn to before me this 2nd day of September, 2021

Notary Public in and for County of Ashland State of Ohio

My commission expires on March 7, 2026 Signature 



Enter Notary Stamp




Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>School Specialty, LLC</u>	Date	<u>September 2nd, 2021</u>
Address	<u>100 Paragon Parkway</u>	City, State Zip	<u>Mansfield, Ohio 44903</u>
Contact Person	<u>Greg Harbaugh</u>	Title	<u>VP Business and Development</u>
Authorized Signature		Title	<u>President and Chief Executive Officer</u>
Email	<u>bidnotices@schoolspecialty.com</u>	Phone	<u>1-888-388-3224</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>3/1/2022</u>	Or

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their specified/required format, by the due date and time listed for this solicitation. Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation. Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	Required. Signatures Required.
	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
	Price List/Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Financial Health Document(s) – Name of Responding Company	Scanned PDF	Required. Not provided by AEPA, Respondent Created
	Exhibit B – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit C – Warranties, Additional Services – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit D – Additional Discounts – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created



AEPA Member Agency

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17728611**.

- Email: Chicagoedelivery@lockton.com
- Phone: 866-297-8023

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
500 W. Monroe Street, Suite 3400
Chicago, IL 60661



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #022-F Furniture

Bidding Company Name:

School Specialty, LLC

Name of Catalog:

(This must be the catalog in effect as of the bid date)

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	AIS Express Seating 2021 Price List	67%	General & Admin Office Furniture
2	AIS May 2021 Price List	63%	Office Systems, Caseloads & Tables
3	Bretford 2021 Price List	1%	AV Equipment
4	Brodart 2021 Price List and Specifications	40%	Shelving, Circulation, Tables
5	Carpets for Kids 2021 Price List	20%	Carpets
6	CEF Price List 2021	24%	Furniture for Labs, Workshops, Classroom, etc.
7	Childcraft/Korners for Kids/ABC Furnishings/Abilities Furniture 2021 Catalog MSRP Price List	66%	Early Childhood Classroom Furniture
8	Children's Factory Price List All - July 2021	10%	Early Childhood Classroom Furniture
9	Classroom Select Catalog MSRP Price List 2021	66%	Classroom Furniture: Seating, Desk, Storage. Science Tables, Steam Table, General Soft Seating, Cafeteria and Café Tables, Classroom Storage, Carts, Cabinets, General Office and Admin Furniture.
10	Copernicus Educational Products - US Furniture and Tech Tub Line Price List 2021	23%	Storage, Carts, Easels, Displays
11	Diversified Woodcrafts List Price	50%	Furniture for Labs, Workshops, Classroom, etc.
12	Draper AV421 Retail Price List	1%	AV Screens
13	Draper FlexShade 2021 Window Shade Retail Price List	1%	Window Shades
14	Dukane MSRP Price List July 2021	31%	Projectors, Screens & Wireless Systems
15	EKO Price List	35%	COLLABORATIVE LOUNGE, BENCHES AND TABLES
16	Elkay Interior Systems 2021 List Price	32%	Art, Benches, Booths, Cabinets, Carts, Category, Chairs, Cluster Seating, Condiment Units, Electronics, Hardware, Misc, Q-Lines, Raw Materials, Skines, Seats, Backs, Stools, Supports, Table Tops, Tables, Tables-Community, and Trash Units.
17	Eurotech A Raynor Group Company Price List	35%	Seating
18	Everlast Climbing A Playcore Company Price List	2%	Climbing Walls and Gym Equipment
19	Field Control List Price	54%	Air Purifiers, Ventilations and Accessories
20	FireKing Retail Price List 2021	36%	Fire Proof Files & Safes
21	Flagship Price File - MSRP Only 2021	18%	Carpets
22	Fleetwood 2021 Price List	20%	Classroom, Library/Media Center Storage, Desk, Science Work Station, Music Storage, Work Surface, Computer Table, Student Work Station, Cart, Stool, Student Desk, and Library Transactions.
23	Fomcore 2021 List Price	43%	Seating
24	Foundations 2021 Distributor Pricing Program	2%	Cribs, Changing Tables, Miscellaneous Early Childhood
25	Ghent 2021 List Price Guide GHELIST -2107	31%	Marker & Tack Boards, Floor Partitions, Communication Boards
26	Global Furniture Group Price List	35%	General & Admin Office Furniture
27	Global Offices to Go Price List	38%	General & Admin Office Furniture
28	Haskell Education Price List	31%	Makerspace Tables, Training Tables & Storage
29	High Point Furniture Industries, INC. 2021 Price List	40%	Break Rooms, Cafeterias, Dining
30	Hon 2021 List Pricer	33%	General & Admin Office Furniture
31	Interior Concepts 2021 AEPA Contract PriceList	36%	General & Admin Office Furniture
32	Ironwood Manufacturing INC. Price List	37%	Classroom & Office Storage
33	Jaypro Sports MSRP Pricing Guide 2021	1%	Sporting Equipment
34	KFI Studios 2021 List Price & Product Specifications	41%	Seating & Tables
35	Luxor 2021 Pricing	34%	AV Equipment
36	Martin Yale Industries Price List	1%	Office Equipment
37	Mediatechnologies 2021b List Price	40%	General Library/Media Center Furniture & Shelving
38	Mien Environments 2021 Price List	16%	Classroom Furniture: Seating, Desk, Storage
39	Monaco, LLC 2021 Pricing	10%	Bag Storage & Misc Storage Items
40	MooreCo Price List	36%	Marker, Glass & Tack Boards, Classroom Table, Desks, and Seating.
42	MooreCo 2021 Compass	36%	Cubbies, Shelves, Wardrobe Storage
43	MooreCo, Inc. 2021 Modular Soft Seating Price List	32%	Modular Soft Seating
44	National Public Seating & Oklahoma Sound 2021 Price List	35%	Folding Chairs & Dollies, Stack Chair, Stool, Heavy Duty Table, Science Lab Table, Desk, Cafeteria Table, Music Furniture, Panels, Stage, Risers, and Presentation.
45	National Recreation Systems 2022 Published List Pricing	1%	Blenchers
46	OFM MSRP Price List	50%	General Office & Admin Furniture

47	Palmer Hamilton Hive Price List	35%	Cafeteria Benches, Tables & Booths
48	Palmer Hamilton Hive Lounge Pricer	35%	Lounge Soft Seating
49	Palmer Hamilton Price List - Mobile Tables - Wall Pockets - Waste Receptacle - Condiment Cabinets - Cahsier Cabinet	35%	Cafeteria
50	Paragon Furniture Price List 38	36%	Classroom Furniture: Seating, Desk, Storage
51	Paragon Price List 2021	8%	Kilns & Accessories
52	Perpetual Enterprises---Pricing Sheets R9 6-30-20	40%	General & Admin Office Furniture
53	Plymold Price List 2021	39%	Cafeteria Benches, Tables & Booths
54	Republic Storage Products - Price List 2021	26%	Lockers & Shelving
55	Safco Price List - 2021	39%	Classroom Furniture: Seating, Desk, Storage
56	Sandusky Lee Price List	45%	Bookcases, Wardrobe, Cabinets & Storage Systems
57	Screenflex 2021 Price Guide	1%	Partitions
58	Securitech Group Price List	14%	Safety and Security
59	Sedia Systems Price List	23%	Fixed Seating
60	Sico 2021 Master Price List	24%	Cafeteria Tables and Accessories
61	Skutt Ceramic Products INC. MSRP Price List	8%	Kilns and Kiln Accessories
62	Stevens Industries, INC. ID Systems 2021 Product-Pricing Info	14%	Classroom Furniture: Seating, Desk, Storage
63	Stevens Industries, INC. Tot Mate MSRP Price List	6%	Early Childhood Classroom Furniture
64	Tenjam List Prices 2021	23%	Modular Soft Seating
65	Tesco Price Guide	26%	Locker Storage, Shelving and Storage Cabinets, Classroom Tables, Desks, Synergy Soft Seating, Classroom Seating, General Library/Media Center Chairs, Tables, Storage, Lounge Seating, and Shelving.
66	UBTECH Education Line Card	1%	Robotics
67	Ultraplay 2021 Price List	2%	Outdoor Furniture & Equipment
68	Ultrasite Price List 2021	2%	Outdoor Furniture & Equipment
69	Vanerum 2021 Price List	32%	Classroom Furniture: Seating, Desk, Storage
70	Waddell 2021 July US List Price Guide WDLIST-2107	31%	Display Cabinets
71	WB Manufacturing LLC 2021 Catalog	58%	Classroom Furniture: Seating, Desk, Storage
72	ZK Teco MSRP Price List	30%	Safety and Security



Part F.3 – Services Price Schedule

AEPA #022-A Furniture

Bidding Company Name:

School Specialty, LLC

NOTE: If your company provides any of the services listed below, please complete the price schedule.

Part F.3 is an OPTIONAL FORM

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	2D drawings		\$0			
	3D drawings		\$0			
	3D renderings		\$0			

Installation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Installation-Standard		To be quoted			Cost will not exceed 15% of order total
	Installation- Prevailing Wage/Union		To be quoted			Cost will not exceed 28% of order total

Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Category Sales Managers		\$0			
	Professional Development		To be quoted			Please reference Exhibit C Additional Services - Professional Development Price Sheet.

Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Projects by Design		\$0			
	Inventory Services (Capture)		To be quoted			Yes, to be quoted
	Project Management		\$0			

*Please detail additional discounts on large projects.



Part F.4 – Volume or Additional Discounts Schedule

AEPA #022-A Furniture

Association of Educational
PURCHASING AGENCIES

Bidding Company Name:

School Specialty, LLC

Part F.4 is an OPTIONAL FORM

Additional Discount

Dollar Amount FROM	Dollar Amount TO	Catalog Name	Additional Discount Offered (%)
\$ 1,001.00	\$ 5,000.00	AIS May 2021 Price List	65%
\$ 5,001.00	\$ 15,000.00	AIS May 2021 Price List	67%
\$ 15,001.00	\$ 100,000.00	AIS May 2021 Price List	69%
\$ 100,001.00	+	AIS May 2021 Price List	75%
\$ 1,001.00	\$ 5,000.00	AIS Divi Fast Track May 2021 Price List	69%
\$ 5,001.00	\$ 15,000.00	AIS Divi Fast Track May 2021 Price List	71%
\$ 15,001.00	\$ 100,000.00	AIS Divi Fast Track May 2021 Price List	72%
\$ 100,001.00	+	AIS Divi Fast Track May 2021 Price List	78%
\$ 1,001.00	\$ 15,000.00	AIS Express Seating Price List	47%
\$ 15,001.00	\$ 100,000.00	AIS Express Seating Price List	49%
\$ 100,001.00	\$ 250,000.00	AIS Express Seating Price List	50%
\$ 250,000.00	+	AIS Express Seating Price List	53%
\$ 5,001.00	\$ 15,000.00	Bretford 2021 Price List	4%
\$ 15,001.00	\$ 100,000.00	Bretford 2021 Price List	8%
\$ 100,001.00	+	Bretford 2021 Price List	13%
\$ 1,001.00	\$ 5,000.00	Brodart 2021 Price List and Specifications	42%
\$ 5,001.00	\$ 15,000.00	Brodart 2021 Price List and Specifications	44%
\$ 15,001.00	\$ 100,000.00	Brodart 2021 Price List and Specifications	46%
\$ 100,001.00	+	Brodart 2021 Price List and Specifications	48%
\$ 15,001.00	\$ 100,000.00	Carpets for Kids 2021 Price List	22%
\$ 100,001.00	\$ 250,000.00	Carpets for Kids 2021 Price List	25%
\$ 250,000.00	+	Carpets for Kids 2021 Price List	27%
\$ 100,001.00	\$ 250,000.00	CEF Price List 2021	26%
\$ 250,000.00	+	CEF Price List 2022	27%
\$ 5,001.00	\$ 100,000.00	Childcraft/Korners for Kids/ABC Furnishings/Abilities Furniture 2021 Catalog MSRP Price List	68%
\$ 100,001.00	+	Childcraft/Korners for Kids/ABC Furnishings/Abilities Furniture 2021 Catalog MSRP Price List	71%
\$ 100,001.00	\$ 250,000.00	Children's Factory Price List All - July 2021	12%
\$ 250,000.00	+	Children's Factory Price List All - July 2022	14%
\$ 5,000.00	\$ 100,000.00	Classroom Select Catalog MSRP Price List 2021	68%
\$ 100,001.00	+	Classroom Select Catalog MSRP Price List 2022	71%
\$ 1,001.00	\$ 5,000.00	Copernicus Educational Products - US Furniture and Tech Tub Line Price List 2021	25%
\$ 5,001.00	\$ 15,000.00	Copernicus Educational Products - US Furniture and Tech Tub Line Price List 2022	28%
\$ 15,001.00	\$ 100,000.00	Copernicus Educational Products - US Furniture and Tech Tub Line Price List 2023	31%

\$	100,001.00		+	Copernicus Educational Products - US Furniture and Tech Tub Line Price List 2024	34%
\$	250,000.00		+	Diversified Woodcrafts List Price	55%
\$	5,001.00	\$	15,000.00	Draper AV421 Retail Price List	4%
\$	15,001.00	\$	100,000.00	Draper AV421 Retail Price List	6%
\$	100,001.00		+	Draper AV421 Retail Price List	13%
\$	5,001.00	\$	15,000.00	Draper FlexShade 2021 Window Shade Retail Price List	4%
\$	15,001.00	\$	100,000.00	Draper FlexShade 2021 Window Shade Retail Price List	6%
\$	100,001.00		+	Draper FlexShade 2021 Window Shade Retail Price List	13%
\$	1,001.00	\$	5,000.00	Dukane MSRP Price List July 2021	33%
\$	5,001.00	\$	15,000.00	Dukane MSRP Price List July 2022	36%
\$	15,001.00	\$	100,000.00	Dukane MSRP Price List July 2023	39%
\$	100,001.00		+	Dukane MSRP Price List July 2024	42%
\$	100,001.00	\$	250,000.00	EKO Price List	37%
\$	250,000.00		+	EKO Price List	38%
\$	1,001.00	\$	5,000.00	Elkay Interior Systems 2021 List Price	36%
\$	5,001.00	\$	15,000.00	Elkay Interior Systems 2021 List Price	38%
\$	15,001.00	\$	100,000.00	Elkay Interior Systems 2021 List Price	39%
\$	100,001.00		+	Elkay Interior Systems 2021 List Price	43%
\$	1,001.00	\$	5,000.00	Eurotech A Raynor Group Company Price List	37%
\$	5,001.00	\$	15,000.00	Eurotech A Raynor Group Company Price List	39%
\$	15,001.00	\$	100,000.00	Eurotech A Raynor Group Company Price List	42%
\$	100,001.00		+	Eurotech A Raynor Group Company Price List	45%
\$	100,001.00		+	Everlast Climbing A Playcore Company Price List	4%
\$	5,001.00	\$	15,000.00	Field Control List Price	55%
\$	15,001.00	\$	250,000.00	Field Control List Price	56%
\$	250,000.00		+	Field Control List Price	57%
\$	1,001.00	\$	5,000.00	FireKing Retail Price List 2021	38%
\$	5,001.00	\$	15,000.00	FireKing Retail Price List 2022	41%
\$	15,001.00	\$	100,000.00	FireKing Retail Price List 2023	43%
\$	100,001.00		+	FireKing Retail Price List 2024	46%
\$	1,001.00	\$	5,000.00	Flagship Price File - MSRP Only 2021	19%
\$	5,001.00	\$	15,000.00	Flagship Price File - MSRP Only 2022	20%
\$	15,001.00	\$	100,000.00	Flagship Price File - MSRP Only 2023	21%
\$	100,001.00	\$	250,000.00	Flagship Price File - MSRP Only 2024	22%
\$	250,000.00		+	Flagship Price File - MSRP Only 2025	30%
\$	15,001.00	\$	100,000.00	Fleetwood 2021 Price List	22%
\$	100,001.00		+	Fleetwood 2021 Price List	30%
\$	100,001.00	\$	250,000.00	Fomcore 2021 List Price	44%
\$	250,000.00		+	Fomcore 2021 List Price	45%
\$	1,001.00	\$	5,000.00	2021 Ghent List Price Guide GHELIST -2107	33%
\$	5,001.00	\$	15,000.00	2022 Ghent List Price Guide GHELIST -2107	35%
\$	15,001.00	\$	100,000.00	2023 Ghent List Price Guide GHELIST -2107	37%
\$	100,001.00	\$	250,000.00	2024 Ghent List Price Guide GHELIST -2107	39%
\$	250,000.00		+	2025 Ghent List Price Guide GHELIST -2107	40%
\$	100,001.00		+	Global Furniture Group Price List	42%
\$	1,001.00	\$	5,000.00	Global Offices to Go Price List	40%
\$	5,001.00	\$	15,000.00	Global Offices to Go Price List	43%
\$	15,001.00	\$	100,000.00	Global Offices to Go Price List	45%
\$	100,001.00		+	Global Offices to Go Price List	48%
\$	1,001.00	\$	5,000.00	Haskell Education Price List	33%

\$	5,001.00	\$	15,000.00	Haskell Education Price List	36%
\$	15,001.00	\$	100,000.00	Haskell Education Price List	39%
\$	100,001.00		+	Haskell Education Price List	42%
\$	5,001.00	\$	15,000.00	2021 Price List High Point Furniture Industries, INC.	41%
\$	15,001.00	\$	100,000.00	2022 Price List High Point Furniture Industries, INC.	44%
\$	100,001.00		+	2023 Price List High Point Furniture Industries, INC.	46%
\$	1,001.00	\$	5,000.00	Hon 2021 List Pricer	35%
\$	5,001.00	\$	15,000.00	Hon 2021 List Pricer	38%
\$	15,001.00	\$	100,000.00	Hon 2021 List Pricer	40%
\$	100,001.00		+	Hon 2021 List Pricer	43%
\$	1,001.00	\$	5,000.00	Interior Concepts 2021 AEPA Contract PriceList	38%
\$	5,001.00	\$	15,000.00	Interior Concepts 2021 AEPA Contract PriceList	40%
\$	15,001.00	\$	100,000.00	Interior Concepts 2021 AEPA Contract PriceList	43%
\$	100,001.00		+	Interior Concepts 2021 AEPA Contract PriceList	45%
\$	1,001.00	\$	5,000.00	Ironwood Manufacturing INC. Price List	39%
\$	5,001.00	\$	15,000.00	Ironwood Manufacturing INC. Price List	42%
\$	15,001.00	\$	100,000.00	Ironwood Manufacturing INC. Price List	44%
\$	100,001.00		+	Ironwood Manufacturing INC. Price List	47%
\$	1,001.00	\$	5,000.00	KFI Studios 2021 List Price & Product Specifications	42%
\$	5,001.00	\$	15,000.00	KFI Studios 2021 List Price & Product Specifications	43%
\$	15,001.00	\$	100,000.00	KFI Studios 2021 List Price & Product Specifications	44%
\$	100,001.00		+	KFI Studios 2021 List Price & Product Specifications	45%
\$	1,001.00	\$	5,000.00	Luxor 2021 Pricing	35%
\$	5,001.00	\$	15,000.00	Luxor 2021 Pricing	36%
\$	15,001.00	\$	100,000.00	Luxor 2021 Pricing	37%
\$	100,001.00	\$	250,000.00	Luxor 2021 Pricing	38%
\$	250,000.00		+	Luxor 2021 Pricing	39%
\$	1,001.00	\$	5,000.00	Martin Yale Industries Price List	3%
\$	5,001.00	\$	15,000.00	Martin Yale Industries Price List	4%
\$	15,001.00	\$	100,000.00	Martin Yale Industries Price List	5%
\$	100,001.00	\$	250,000.00	Martin Yale Industries Price List	6%
\$	250,000.00		+	Martin Yale Industries Price List	8%
\$	100,001.00	\$	250,000.00	Mediatechnologies 2021b List Price	48%
\$	250,000.00		+	Mediatechnologies 2021b List Price	49%
\$	1,001.00	\$	5,000.00	Monaco, LLC 2021 Pricing	11%
\$	5,001.00	\$	15,000.00	Monaco, LLC 2021 Pricing	12%
\$	15,001.00	\$	100,000.00	Monaco, LLC 2021 Pricing	13%
\$	100,001.00	\$	250,000.00	Monaco, LLC 2021 Pricing	15%
\$	250,000.00		+	Monaco, LLC 2021 Pricing	16%
\$	5,001.00	\$	15,000.00	MooreCo Price List	37%
\$	15,001.00	\$	100,000.00	MooreCo Price List	42%
\$	100,001.00		+	MooreCo Price List	43%
\$	5,001.00	\$	15,000.00	2021 Compass by MooreCo	37%
\$	15,001.00	\$	100,000.00	2022 Compass by MooreCo	42%
\$	100,001.00		+	2023 Compass by MooreCo	43%
\$	100,001.00	\$	250,000.00	Vanerum 2021 Price List	34%
\$	250,000.00		+	Vanerum 2021 Price List	35%
\$	100,001.00	\$	250,000.00	2021 MooreCo, Inc. Modular Soft Seating Price List	34%

\$	250,000.00		+	2022 MooreCo, Inc. Modular Soft Seating Price List	35%
\$	15,001.00	\$	100,000.00	National Public Seating & Oklahoma Sound 2021 Price List	38%
\$	100,001.00		+	National Public Seating & Oklahoma Sound 2021 Price List	41%
\$	5,001.00	\$	15,000.00	OFM MSRP Price List	52%
\$	15,001.00	\$	100,000.00	OFM MSRP Price List	54%
\$	100,001.00		+	OFM MSRP Price List	56%
\$	1,001.00	\$	5,000.00	Palmer Hamilton Hive Price List	36%
\$	5,001.00	\$	100,000.00	Palmer Hamilton Hive Price List	37%
\$	100,001.00	\$	250,000.00	Palmer Hamilton Hive Price List	38%
\$	250,000.00		+	Palmer Hamilton Hive Price List	39%
\$	1,001.00	\$	5,000.00	Palmer Hamilton Hive Lounge Pricer	36%
\$	5,001.00	\$	100,000.00	Palmer Hamilton Hive Lounge Pricer	37%
\$	100,001.00	\$	250,000.00	Palmer Hamilton Hive Lounge Pricer	38%
\$	250,000.00		+	Palmer Hamilton Hive Lounge Pricer	39%
\$	1,001.00	\$	5,000.00	Palmer Hamilton Price List - Mobile Tables - Wall Pockets - Waste Receptacle - Condiment Cabinets - Cahsier Cabinet	36%
\$	5,001.00	\$	100,000.00	Palmer Hamilton Price List - Mobile Tables - Wall Pockets - Waste Receptacle - Condiment Cabinets - Cahsier Cabinet	37%
\$	100,001.00	\$	250,000.00	Palmer Hamilton Price List - Mobile Tables - Wall Pockets - Waste Receptacle - Condiment Cabinets - Cahsier Cabinet	38%
\$	250,000.00		+	Palmer Hamilton Price List - Mobile Tables - Wall Pockets - Waste Receptacle - Condiment Cabinets - Cahsier Cabinet	39%
\$	100,001.00	\$	250,000.00	Paragon Furniture Price List 38	38%
\$	250,000.00		+	Paragon Furniture Price List 39	39%
\$	1,001.00	\$	5,000.00	2021 Paragon Price List	9%
\$	5,001.00	\$	15,000.00	2022 Paragon Price List	10%
\$	15,001.00	\$	100,000.00	2023 Paragon Price List	12%
\$	100,001.00	\$	250,000.00	2024 Paragon Price List	13%
\$	250,000.00		+	2025 Paragon Price List	14%
\$	1,001.00	\$	5,000.00	Perpetual Enterprises---Pricing Sheets R9 6-30-20	42%
\$	5,001.00	\$	15,000.00	Perpetual Enterprises---Pricing Sheets R9 6-30-21	44%
\$	15,001.00	\$	100,000.00	Perpetual Enterprises---Pricing Sheets R9 6-30-22	46%
\$	100,001.00		+	Perpetual Enterprises---Pricing Sheets R9 6-30-23	49%
\$	100,001.00	\$	250,000.00	Plymold Price List 2021	41%
\$	250,000.00		+	Plymold Price List 2022	42%
\$	15,001.00	\$	100,000.00	Republic Storage Products - Price List 2021	28%
\$	100,001.00	\$	250,000.00	Republic Storage Products - Price List 2022	31%
\$	250,000.00		+	Republic Storage Products - Price List 2023	32%
\$	100,001.00		+	Safco Price List - 2021	45%
\$	100,001.00		+	Sandusky Lee Price List	47%
\$	1,001.00	\$	5,000.00	Securitech Group Price List	17%
\$	5,001.00	\$	15,000.00	Securitech Group Price List	19%
\$	15,001.00	\$	100,000.00	Securitech Group Price List	21%
\$	100,001.00	\$	250,000.00	Securitech Group Price List	23%
\$	250,000.00		+	Securitech Group Price List	25%
\$	1,001.00	\$	5,000.00	Sedia Systems Price List	25%
\$	5,001.00	\$	15,000.00	Sedia Systems Price List	27%
\$	15,001.00	\$	100,000.00	Sedia Systems Price List	29%
\$	100,001.00	\$	250,000.00	Sedia Systems Price List	31%

\$	250,000.00	+	Sedia Systems Price List	33%
\$	1,001.00	\$ 5,000.00	Skutt Ceramic Products INC. MSRP Price List	9%
\$	5,001.00	\$ 15,000.00	Skutt Ceramic Products INC. MSRP Price List	10%
\$	15,001.00	\$ 100,000.00	Skutt Ceramic Products INC. MSRP Price List	12%
\$	100,001.00	\$ 250,000.00	Skutt Ceramic Products INC. MSRP Price List	13%
\$	250,000.00	+	Skutt Ceramic Products INC. MSRP Price List	14%
\$	100,001.00	\$ 250,000.00	Sico 2021 Master Price List	26%
\$	250,000.00	+	Sico 2021 Master Price List	27%
\$	1,001.00	\$ 5,000.00	Stevens Industries, INC. ID Systems 2021 Product-Pricing Info	17%
\$	5,001.00	\$ 15,000.00	Stevens Industries, INC. ID Systems 2021 Product-Pricing Info	19%
\$	15,001.00	\$ 100,000.00	Stevens Industries, INC. ID Systems 2021 Product-Pricing Info	21%
\$	100,001.00	\$ 250,000.00	Stevens Industries, INC. ID Systems 2021 Product-Pricing Info	23%
\$	250,000.00	+	Stevens Industries, INC. ID Systems 2021 Product-Pricing Info	25%
\$	1,001.00	\$ 5,000.00	Stevens Industries, INC. Tot Mate MSRP Price List	8%
\$	5,001.00	\$ 15,000.00	Stevens Industries, INC. Tot Mate MSRP Price List	11%
\$	15,001.00	\$ 100,000.00	Stevens Industries, INC. Tot Mate MSRP Price List	13%
\$	100,001.00	\$ 250,000.00	Stevens Industries, INC. Tot Mate MSRP Price List	16%
\$	250,000.00	+	Stevens Industries, INC. Tot Mate MSRP Price List	18%
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\$	15,001.00	\$ 100,000.00	Tenjam List Prices 2023	32%
\$	100,001.00	\$ 250,000.00	Tenjam List Prices 2024	34%
\$	250,000.00	+	Tenjam List Prices 2025	35%
\$	15,001.00	\$ 100,000.00	Tesco Price Guide	28%
\$	100,001.00	\$ 250,000.00	Tesco Price Guide	31%
\$	250,000.00	+	Tesco Price Guide	33%
\$	1,001.00	\$ 5,000.00	Waddell 2021 July US List Price Guide WDLIST-2107	33%
\$	5,001.00	\$ 15,000.00	Waddell 2021 July US List Price Guide WDLIST-2108	35%
\$	15,001.00	\$ 100,000.00	Waddell 2021 July US List Price Guide WDLIST-2109	37%
\$	100,001.00	\$ 250,000.00	Waddell 2021 July US List Price Guide WDLIST-2110	39%
\$	250,000.00	+	Waddell 2021 July US List Price Guide WDLIST-2111	40%
\$	100,001.00	\$ 250,000.00	WB Manufacturing LLC 2021 Catalog	59%
\$	250,000.00	+	WB Manufacturing LLC 2021 Catalog	60%



EXHIBIT B – MARKETING PLAN WITH MARKETING EXAMPLES



Exhibit B – Marketing Plan

- I. In partnership with AEPA member agencies, School Specialty will seek to inform members of the newly awarded contract through the Association of Educational Purchasing Agencies (AEPA) via an omni-channel nationwide launch as well as a comprehensive state-wide launch. School Specialty Marketing personnel will work with respective AEPA Member Agencies to enhance and improve our current relationship. This plan will consist of, but not be limited to, the points outlined in this marketing document. School Specialty Marketing personnel will work closely with respective AEPA Member Agencies to:
 - a. State-level launch:
 - i. Establish benchmarks and outline objectives for marketing performance for the individual state Member Agencies.
 - ii. Establish a detailed and aggressive marketing plan crafted by School Specialty Sr. Field Marketing Manager, Helen Schleis (helen.schleis@schoolspecialty.com) and a representative from the participating agency. Marketing plan to include:
 1. 3-5 emails
 2. Updated information on Member Agency website
 3. Co-branded marketing collateral
 - b. Nationwide launch:
 - i. Updated contract information on the existing School Specialty/AEPA website: www.schoolspecialty.com/aepa-co-op
 - ii. Social Media via School Specialty’s social channels
 - c. Continuing Support:
 - i. Monthly AEPA partner “newsletter” with co-branded marketing collateral, blog and corresponding webinar.
 - ii. Bi-monthly vendor and product spotlights
 - iii. Quarterly Review and refinement of marketing initiatives to better serve the needs of both entities.
 - iv. Analytical review after each marketing campaign.
- II. Target Audience:
 - i. Current AEPA members
 - ii. School districts or organizations targeted for AEPA member acquisition.



projects by design

A Partner Every Step of the Way

Using our exclusive 6-Essential Design Elements process, our team of in-house designers and learning environment specialists can work with you to create comprehensive ecosystems that equip and inspire every student, from birth to grade 12.

[Learn More >>](#)

25% Off List Price on Furniture From Childcraft® & Classroom Select®

FLUD Order over \$149 in innovative furniture solutions from Classroom Select or Childcraft early childhood educational products through December 31st, 2020 and receive free shipping! Use promo code 081FREE149 at checkout.



Save now on **Childcraft® and Classroom Select®**



Save on Childcraft



Save on Classroom Select

New needs, new safety guidelines, no time to bid? We can help.

Use your contracted pricing to reconfigure classroom spaces. No bidding needed. Fast delivery on many items. Free design service. Find your state contracted pricing today.



[Learn More >>](#)

The Future of Instruction Hinges on Flexible Learning®

When designing classrooms, K-12 leaders should provide tools that allow teachers and students to move easily between physical and virtual learning. [Read More >>](#)



Shop Our New COVID-Era Catalog

Whether school takes place in person, with distance learning or a hybrid solution, we have the products your students need to be safe, feel secure and learn effectively.

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Customer Care Service Center
Our Customer Care Service Center offers 24/7 access, so you can get immediate answers to your most commonly requested customer information. It's fast. It's easy. [Click Here.](#)

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Save 25% on outdoor furniture for Early Childhood

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Save on furniture for Early Childhood spaces, PLUS Free Shipping*

From outdoor easels to dramatic play, Childcraft® furniture stands up to the rigorous cleaning required to keep your early learning class healthy. Shop hundreds of products for your little learners, many ready to ship in 24 hours. Use promo code 081484 at checkout.



Easels



Dramatic Play

Get Your Little Ones Outside

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Encourage active play.

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Save 25% off list price and free shipping on orders over \$149 with promo code 081484 at checkout. Valid through September 30, 2020.

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Get ready for a new back to school.

[Shop Now >>](#)

Get Ready for Back to School with Quickship Furniture

This fall will look different, and your classrooms will too. Discover a variety of furniture to meet your needs.

Free, fast shipping and 25% off when you shop furniture to help you create socially distanced learning spaces for next year.

GET IT ALL FOR FALL
START THE YEAR READY. START THE YEAR RIGHT! >>



24-48 Hour Quickship



1 Week Quickship



2 Week Quickship

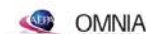
Shop All Furniture Savings

Assessing classrooms and learning spaces for social distancing? Shop thousands of products, many ready to ship in 24 hours. Take 25% off list prices, PLUS get free shipping on orders of \$149 or more. Use promo code 081484 at checkout.



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New needs, new safety guidelines, no time to bid? We can help.

Use your contracted pricing to reconfigure classroom spaces. No bidding needed. Fast delivery on many items. Free design service. Find your state contracted pricing today.

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Projects by Design™ Is Your Partner Every Step of the Way

Our team of in-house designers and learning environment specialists will work with you to create comprehensive ecosystems that equip and inspire every student, from birth to grade 12. [Contact Us Today >>](#)



Case Studies



ESSENTIAL DESIGN ELEMENTS



Professional Development

Proud National Partner of:



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SOCIAL MEDIA



FACEBOOK

School Specialty
Published by Salesforce Marketing Cloud · December 11 at 9:48 AM

Inspire school pride and a sense of community among students—with a cafeteria design that can help foster this spirit.
<https://bit.ly/m/2uMKGV>



BLOG.SCHOOLSPECIALTY.COM
Designing School Cafeterias to Support Informal Learning Opportunities [Learn More](#)

School Specialty
Published by Salesforce Marketing Cloud · December 7 at 8:50 AM

4 key steps help identify how a modern school library can become a dynamic space supporting a wide range of 21st-century learning activities.



BLOG.SCHOOLSPECIALTY.COM
What Should a Modern School Library Look Like? That Depends on How You'll Use It [Learn More](#)

INSTAGRAM

schoolspecialty



Liked by reidmag and 48 others

schoolspecialty While the quality and type of instruction that students receive is the most important factor in promoting or hindering student engagement, how the learning space is designed also matters. Read the full blog post, link in bio...

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32 likes

schoolspecialty Research shows there are six critical factors in designing game-changing learning environments that lead to better student outcomes. Read the full blog post, link in bio...

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Liked by reidmag and 49 others

schoolspecialty Let the sunshine of increasing daylight in classrooms has been shown to cut down on absenteeism and improve test scores.

schoolspecialty



32 likes

schoolspecialty Deloitte's attention Give students furniture that lets them twist, turn, and learn safely. The investment will increase their ability to concentrate.

TWITTER

School Specialty @SchoolSpecialty · Nov 6


Lighting and acoustics can help students focus and learn more effectively.
bit.ly/m/2CMAqk #LearningSpaces #LearningSpace #LearningEnvironment



Lighting and Acoustics Play a Key Role in Creating Inclusive Classro...
With an estimated 7 million students having special learning needs and one in 59 diagnosed on the autism spectrum, educators have to meet very di...
blog.schoolspecialty.com

School Specialty @SchoolSpecialty · Nov 23

Achieve design goals through a combination of learning zones and movable, agile school library furniture that can serve multiple purposes. bit.ly/m/2Q2vW4H #LearningSpaces #EduTech



Four Questions to Ask When Designing a Modern School Library
Designing a modern school library that meets 21st century learning goals begins with understanding the new roles that your media specialist will play.
blog.schoolspecialty.com

LINKEDIN

School Specialty Inc.
34,339 members

Modern learning environments should be equipped with furniture that is both functional and inviting for all students.




San Antonio College: Case Study
blog.schoolspecialty.com

Be the first to comment on this

School Specialty Inc.
34,339 members

While active learning helps students learn content more deeply and builds skills that are imperative for students' careers, the right kind of classroom environment is needed for active learning to succeed.



How Active Learning Improves Student Outcomes
blog.schoolspecialty.com

Be the first to comment on this

CASE STUDIES

Carroll Bell Elementary

CASE STUDY



CARROLL BELL ELEMENTARY REDESIGNS CLASSROOMS
FOR MORE ACTIVE AND ENGAGING LEARNING

San Antonio College

CASE STUDY



SAN ANTONIO COLLEGE CREATES AN INVITING,
YET FUNCTIONAL SPACE FOR MATH ENRICHMENT

Hursey Montessori School

CASE STUDY



HURSEY MONTESSORI SCHOOL TRANSFORMS ITS LIBRARY
INTO A CENTER FOR LEARNING AND INNOVATION

Please visit the School Specialty blog to see the complete Case Studies:

Carroll Bell Elementary: <https://blog.schoolspecialty.com/carroll-bell-elementary-case-study/>

San Antonio College: <https://blog.schoolspecialty.com/san-antonio-college-case-study/>

Hursey Montessori School: <https://blog.schoolspecialty.com/hursey-montessori-school-case-study/>




**AEPA SPECIFIC
MARKETING**

CONTRACT SPECIFIC SOCIAL MEDIA



School Specialty Sponsored (demo) ·

Use your contracted pricing to save on furniture for social distancing. No bidding needed. Fast delivery. Huge selection.



See your contracted price [Learn More](#)
Find your state h...

Shop furniture now [Learn More](#)
Find COVID soluti...

Get help with your order [Learn More](#)
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Save on furniture to reconfigure spaces for COVID. Fast delivery. Free design service. Find your state contracted pricing now.



SCHOOLSPECIALTY.COM
See your contract pricing [Learn More](#)
No bidding needed.

EXAMPLES OF AEPA MARKETING



- Please see the attached PDFs for examples of current AEPA partner marketing



MONTHLY PARTNER MARKETING

MONTHLY FOCUS



This month we are focusing on our Sax Arts & Crafts brand, featuring a wide selection of Art products for Pre-K through 12. Inspire the artist in every student with our comprehensive line of affordable, high-quality arts and craft supplies featuring Sax products. From construction paper and colored pencils, to paint and canvas, School Specialty and Sax provide everything you need to spark creative learning.

Resources featured this month are:

- Art Lesson Plans! - This FREE comprehensive guide offers 15 lesson plans aligned to National Art Standards. Each project contains step-by-step instructions and product lists - which can all be purchased through your AEPA Educational Supplies Contract with School Specialty.
- Vendor Spotlight - Check out Elmer's and some of their new products offered through School Specialty. This flyer is co-branded with your agency logo, contains contract pricing and is ready to send to your members. Just download the PDF and send via email, newsletter, website post or social media.
- Related blog post. Use this related School Specialty blog post on your own social media feeds (sharing icons located on the blog post) or email to your members.
- Related webinar. Help your members learn more about our monthly highlighted category with this content driven webinar.

School Specialty | Sax Art Lesson Plan...

PDF

Coops AEPA KS ElmersVendorSpotlight

PDF

Art Project Ideas for the Great Outdoors

Web Link

School Specialty: Basic Drawing Tech...

Web Link

Upcoming Quarterly Marketing

September 2021:

- Back to School!
- Vendor Spotlight - X-Acto

October 2021:

- Special Needs - Sensory Rooms
- Vendor Spotlight
- Webinar Series Launch

November 2021:

- Learning Environments

NEED IT QUICK?

**We have
Quickship.**

Use this guide to find dozens of furnishings available to ship in 24 hours or two weeks.
Guide to Classroom Select[®] Classroom Furniture



Contact your sales representative for a quote and to solve your specific needs.

You can also use your contracted pricing to save on furniture. No bidding needed. Fast delivery.



SHIPS IN
48
HOURS!
FURNITURE ONLY*



Childcraft® KidSpaces™

Kindergarten Plus Package

EARLY CHILDHOOD CLASSROOM PACKAGES

One Source, One Price, Extra Savings for a Complete Classroom Package



EASY ORDERING

Enjoy ONE price for an entire classroom package of developmentally appropriate Childcraft® furnishings and learning materials...hand-selected by our Early Childhood Experts based on best practices that support early childhood educational standards.

FREE SHIPPING, FAST DELIVERY, EASY CLASSROOM SET UP

Childcraft® and other furnishings are shipped out within 48 hours* so that you receive them as quickly as possible. Every order includes free lift gate and inside delivery! Or take advantage of our "White Glove Plus Service"™ that utilizes School Specialty's Certified Installers. This complimentary, no-cost option includes lift gate and inside delivery PLUS furniture assembly, set up and debris removal.



School Specialty, LLC Furniture Conferences for 2020 & 2021

2021 Shows	
NeoCon 2021	Always Chicago
EdSpaces - 2021 - INFORMATIONAL ONLY	Pittsburgh, PA
A4LE - Midwest/Great Lakes Regional Conf	KC, MO/Midwest Great Lakes
2020 Shows	
Colorado Assoc of School Boards (CASB)	Colorado Springs
ISTE 2020 -	Anaheim, CA
EdSpaces-	Charlotte, NC
CASH -	Long Beach, CA
A4LE - SC Chapter Conference	Spartenburg, SC
A4LE - East Conf Furniture Show 1 of 2**	Washington, D.C.
A4LE - Northeast/East Conference (Big Show)	Washington, D.C.
A4LE -SE Chapter Conference	Ashville, NC
A4LE - East Conf Furniture Show 2 of 2**	Worcester, MA

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Additional Services

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Page 32-47 Subject Matter Experts & Professional Development

Warranty Documents

Page 48 Installation Warranty

Page 49-156 Vendor Warranties

PROJECTS BY DESIGN PROCESS

- *The local (Location) sales team will utilize the PBD Process to execute this project*
- *This turnkey approach to managing the process of school renovation and new building projects is second to none*
 - *Needs Assessment & Collaboration*
 - *Plan Review*
 - *Layout & Design Services*
 - *Budget Analysis*
 - *Contract Procurement*
 - *Project Management*



DESIGN

Our team of Interior Design Professionals brings you thought leadership in every aspect of the development and design of your learning environments.

Our Design Expertise

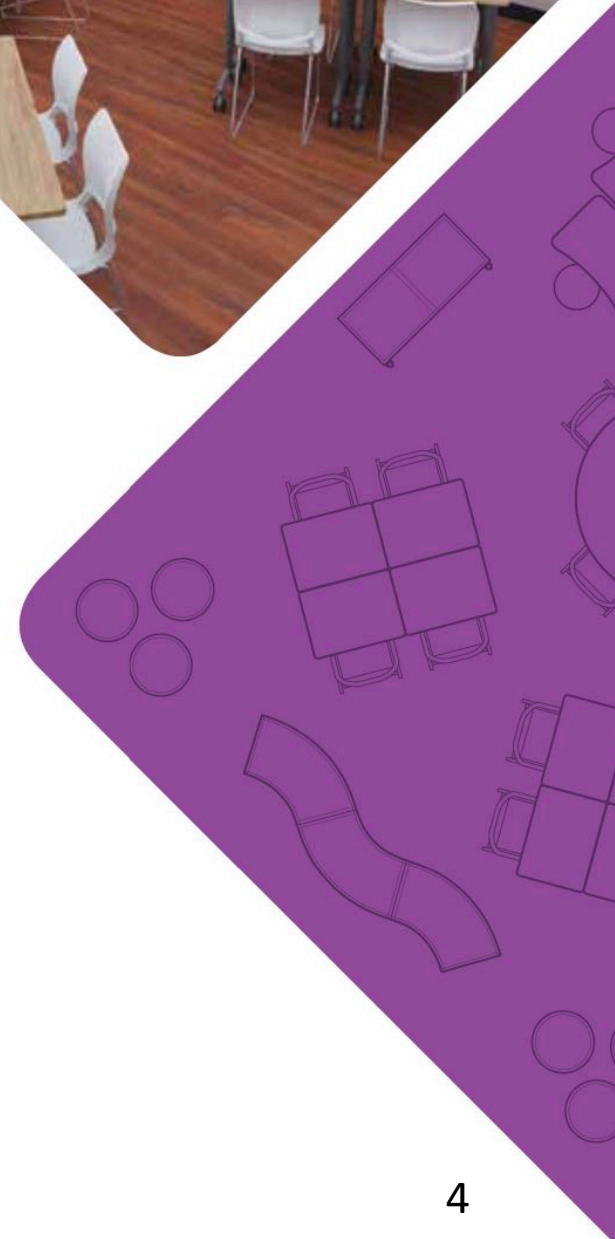
- We collaborate with you to tailor any space in your school.
- Focus on the activities in the learning environment and how the furniture effectively supports the activities in the types of spaces and functions.
- Designs for today and the future
- Inviting, encouraging, fun environments where students are eager to learn and build relationships.
- Designs within budget
- Colors and finishes: your color palette or collaborate with your Architect to maintain the integrity of their design
- Accuracy – our audit process, also known as spec check, that double checks all specifications –quantities, finishes and application.
- Drawing documents and specifications become a tool for you in your asset management

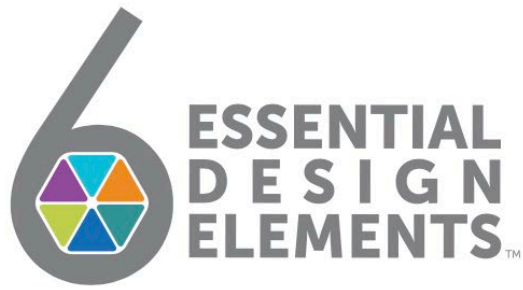


DESIGN

Our Technology

- Design Tools allow us to present to you the following:
 - AutoCad /CET drawing that generates layouts, specifications and renderings.
 - Full set of specifications that will have finishes, options and all accessories associated with each furniture type
 - We generate drawings throughout the process for different types of presentations and process adherence based on the phases of the project.
 - Presentation -2d and 3d drawings
 - Specifications with electronic capability to import into our Order Management System
 - Renderings
 - Fly throughs and VRs if needed.
 - Product and finish call outs
 - Spec check packets
 - Installation drawings
 - As built drawings, if needed.





for Future-Ready Learning Environments



CHOICE

When kids can choose, they get engaged. Offer tables with variable heights, lots of soft seating, and a range of colors that inspire.



COMFORT

When students are comfortable and confident enough to explore and discover, they learn better. Create spaces with ergonomic furniture, maximum-efficiency lighting, optimal air quality, and temperature and watch them go.



VERSATILITY

One space can fit all. Learning spaces can, and should, adjust across modes and activities. Select furniture you can remix and rearrange to meet everyone's needs.



CONNECTION

Collaboration is the power that fuels social energy. Create spaces that encourage interaction between students, teachers, peers, and ideas.



STIMULATION

Engage the body and you engage the whole student. Active learning design doesn't just allow physical movement, it helps the mind swivel to attention, encouraging thinking, focus, and exploration.



TECHNOLOGY

It's everywhere... and that's where students need to be able to use it. Wire and equip rooms to allow for learning and charging everywhere.



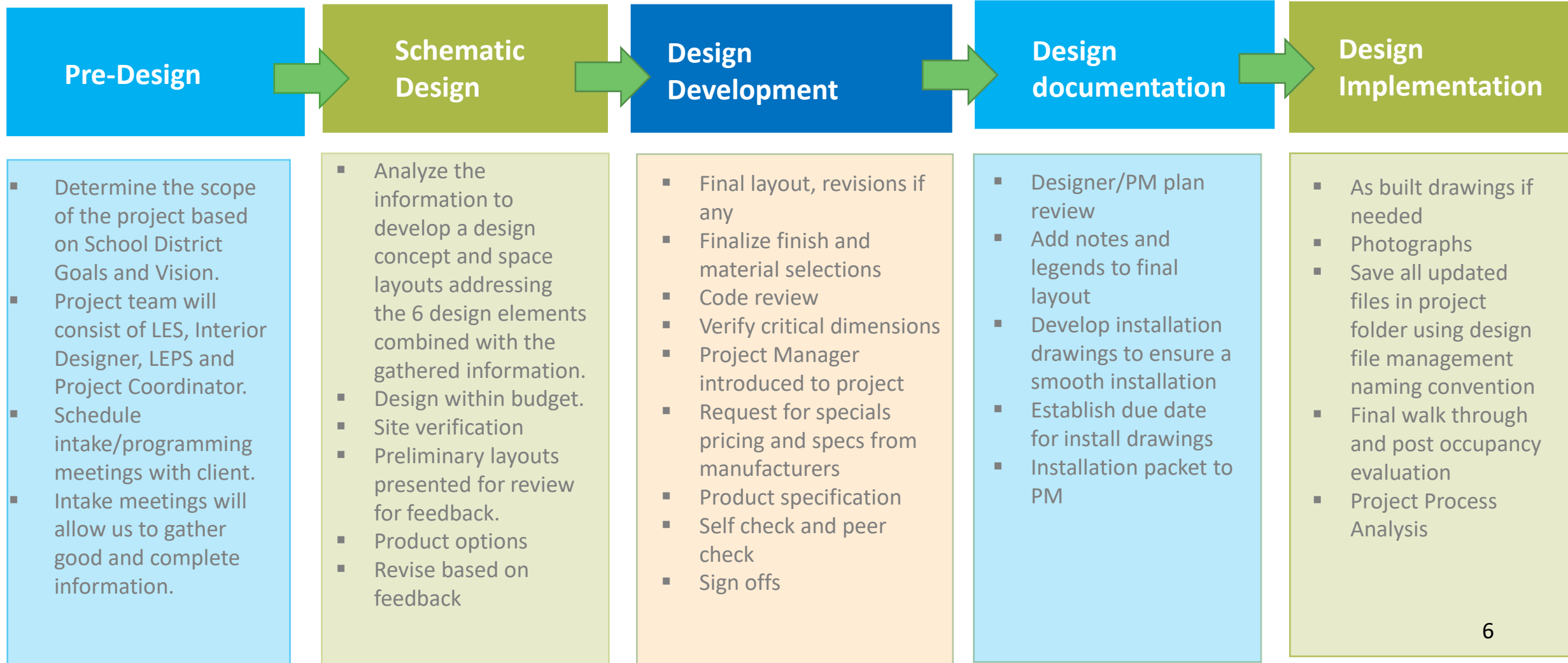
Discover



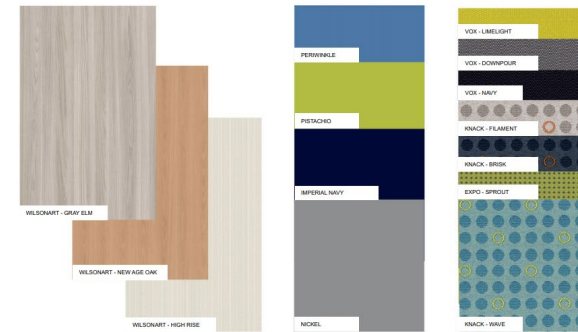
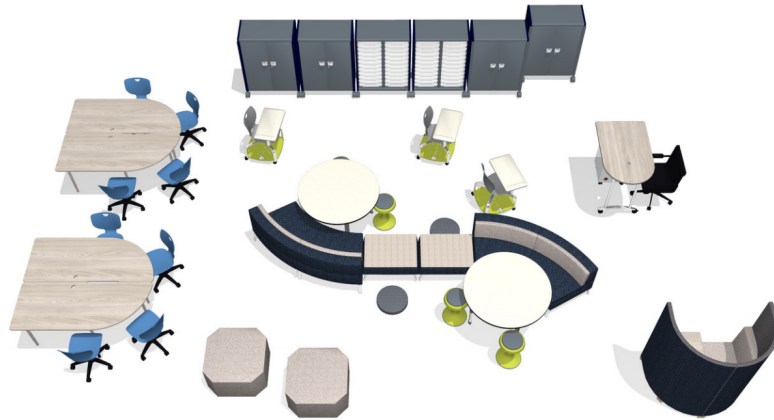
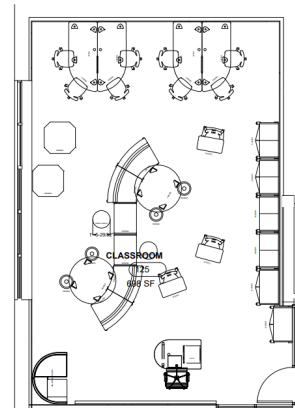
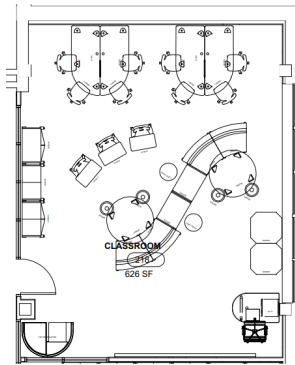
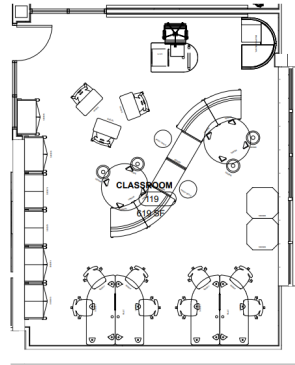
Discovery Workbook

Phases of Design and Project Flow

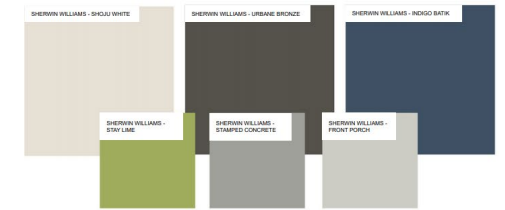
Menu of services that can be tailored based on project complexity



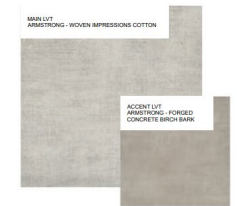
DESIGN DELIVERABLES



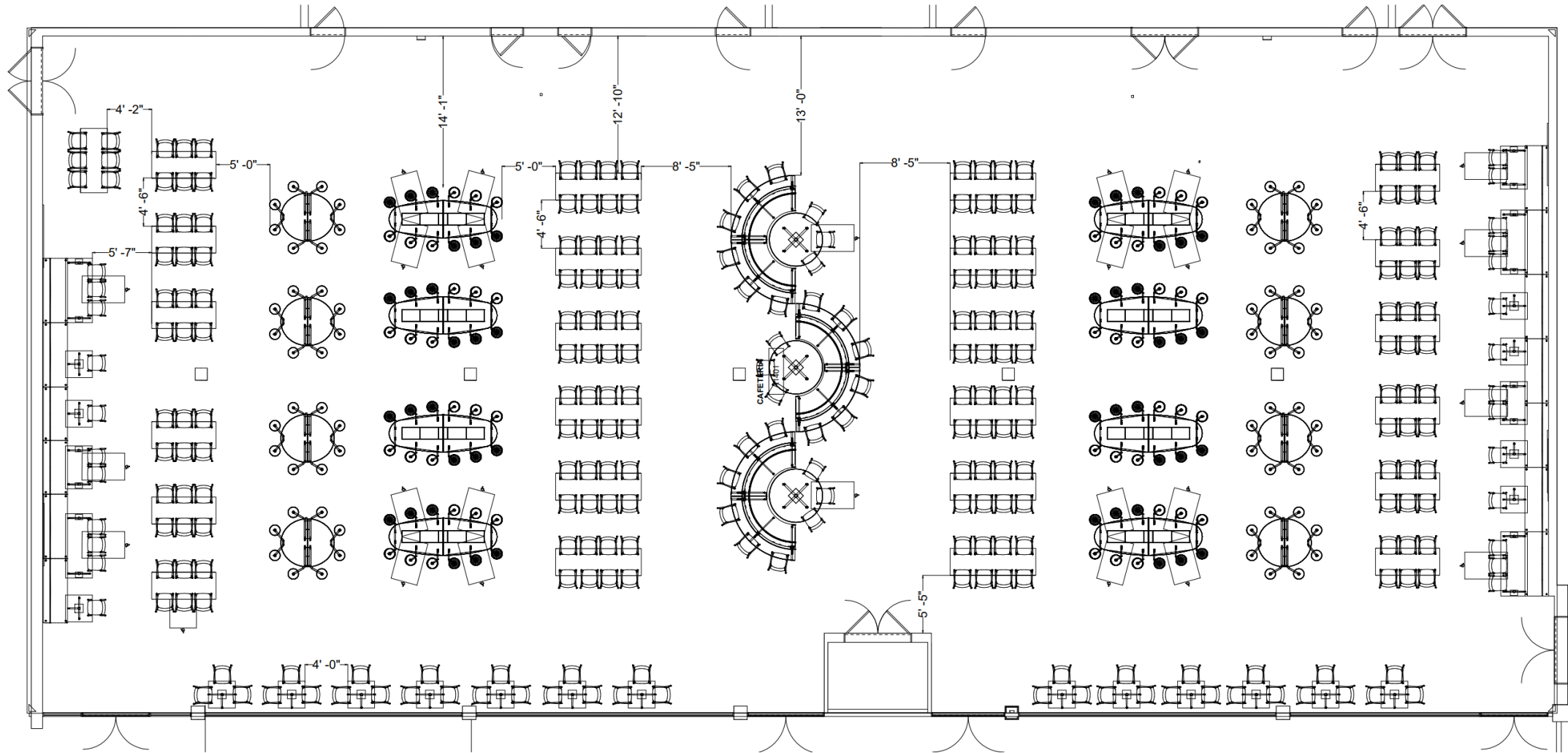
CLASSROOM FINISHES



PAINTS

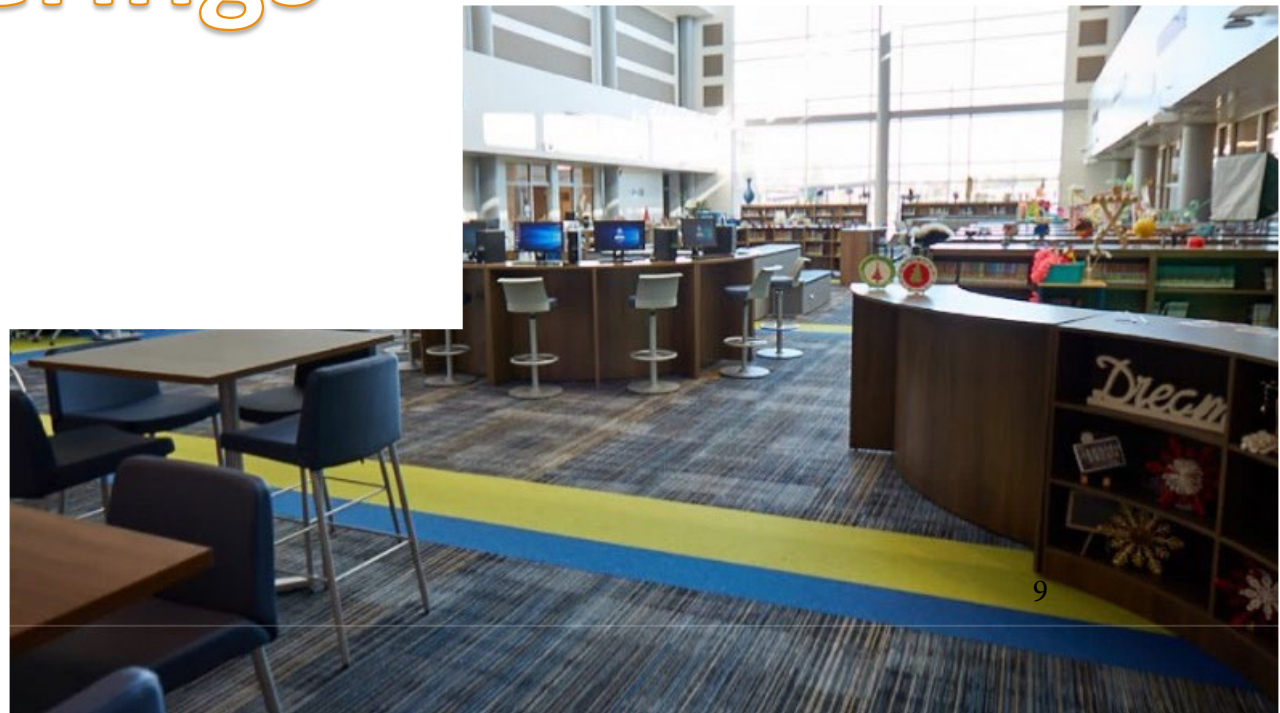


DESIGN DELIVERABLES



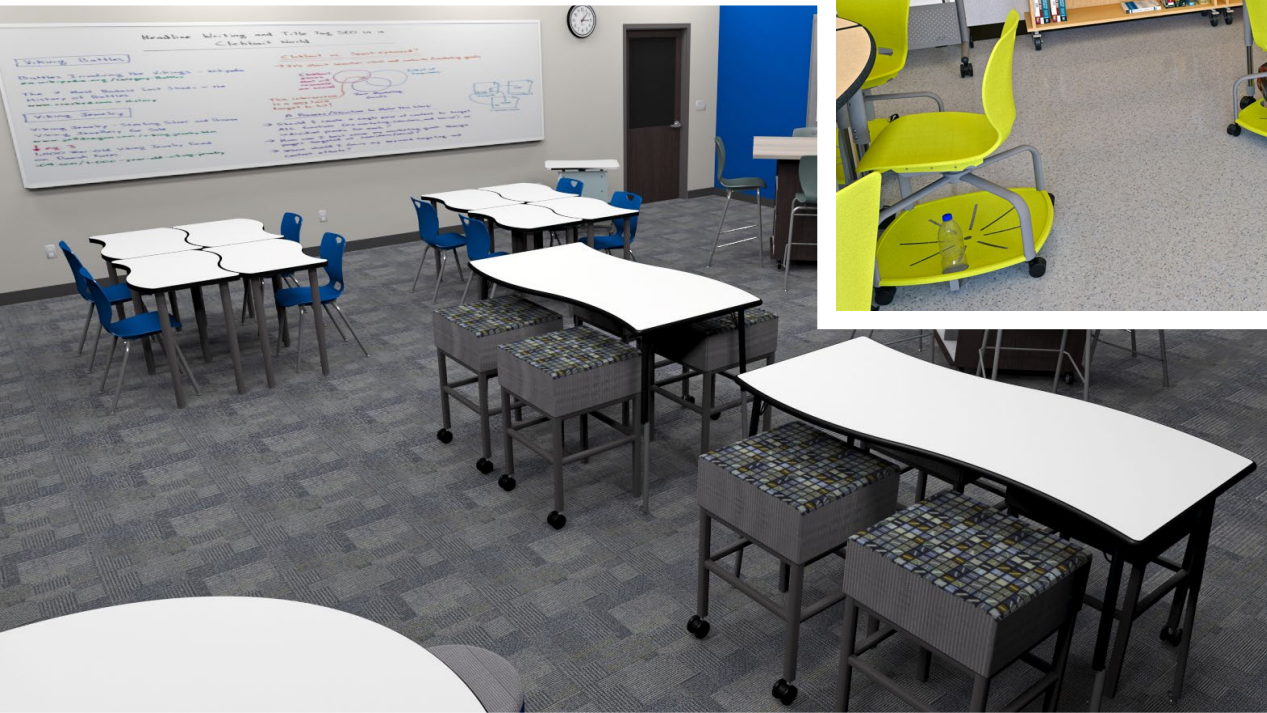


Renderings





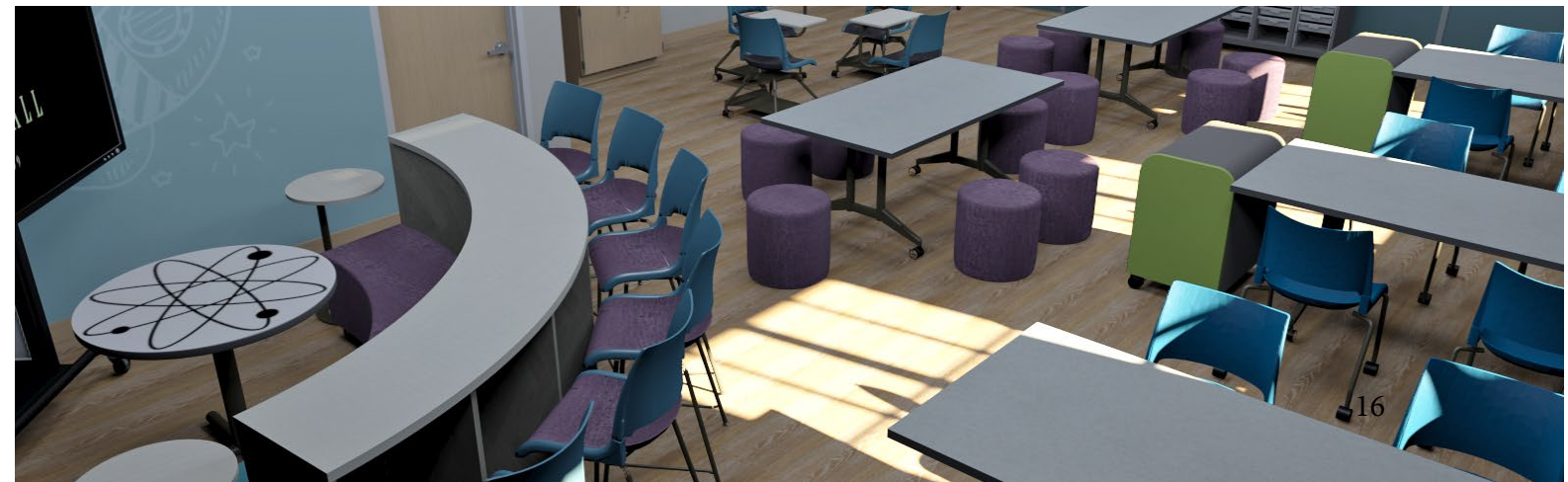
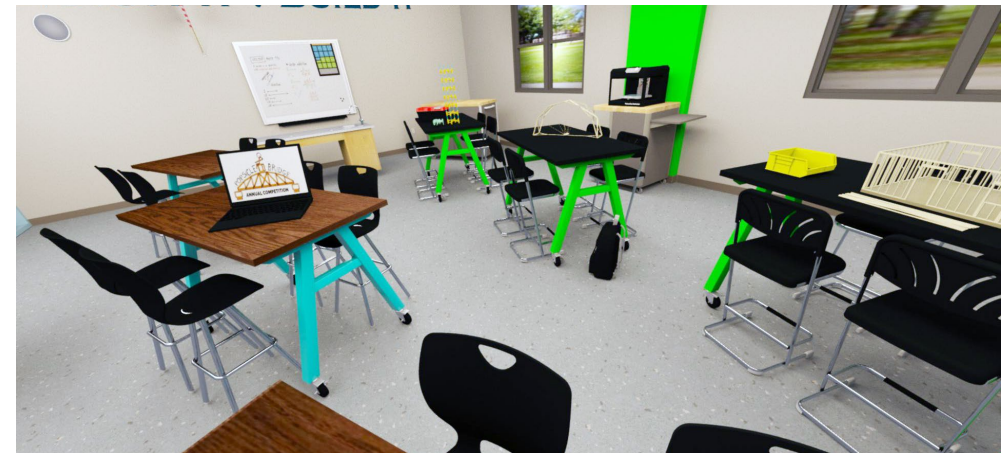












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Our Approach

Projects by Design® is our unique service from collaborative no-cost design through installation and beyond.

Using our exclusive **6-Essential Design Elements**™ process, our team of in-house designers and learning environment specialists can work with you to create comprehensive ecosystems that equip and inspire every student, from birth to Grade 12.

We can provide training on the latest educational trends and methods, too. We can be your single source for products, design, and project management resulting in one P.O. for your entire project. We've done this for thousands of school building projects over the past two decades.

And we'd love to do all of this for you.

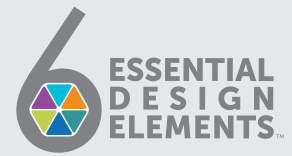


Projects by Design™ Process and Timeline

Here's the process we use to lead our clients to success.

To give you a general idea of schedule, we have outlined the ideal timeline for a project. Of course this process can be expedited as needed.





These are the guiding principles we use to transform any space into a future-ready learning environment.

- CHOICE**
When kids get to choose, they get engaged.
- COMFORT**
When students are comfortable and confident enough to explore and discover, they learn better.
- VERSATILITY**
One space can fit all. Learning spaces can, and should, adjust across modes and activities.
- CONNECTION**
Collaboration is the power that fuels social energy.
- STIMULATION**
Engage the body and you engage the whole student.
- TECHNOLOGY**
It's everywhere... and that's where students need to be able to use it.



Discovery Workbook

Our Approach



Design

Once initial product selections have been made, it's time to bring them to life.

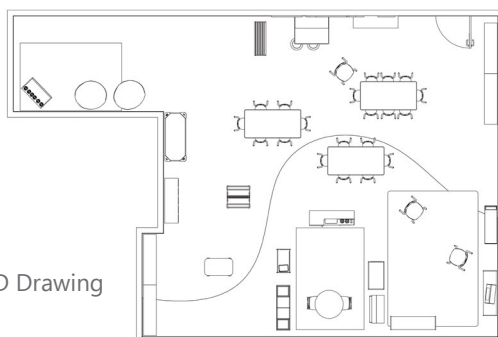
First, a preliminary design and budget are determined and presented by our in-house space planners. Our designs are brought to life by augmenting your architect's floor plan using 2D and 3D line drawings with a goal of meeting your needs functionally, aesthetically, and budgetarily.

Next we provide price proposals including detailed lists of items with room-by-room costs, based on the selected and approved designs. We work together with you to refine selections, balancing your preferences based on quality, quantity, design, purpose, and price, until consensus is reached among all key stakeholders.

Using a procurement vehicle? When you partner with School Specialty®, you have access to national and regional contract options and that can simplify and shorten a project time line by as much as a month.

- We partner with all the major National Co-Operatives, so you can avoid the bidding process and get to solutions sooner.
- We gain pricing advantages through program-wide volume, which gives you a simpler and more affordable buying option.
- School Specialty's Grant Assist™ team can even help you identify and qualify for grants to help fund it all.

Should you choose to continue to use a bid process to outfit your space, our team of design professionals and learning environment specialists are available to assist your procurement department or A&D contractors with developing the basis of design (BOD).



2D Drawing



3D Drawing

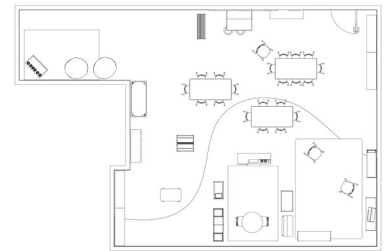
Our Approach

We've assembled the right people and process to meet your needs

Design Team:

We maintain an in-house design team with a combined 50+ years of experience. They are experts in and committed to the unique needs of Learning Environments. At no cost to you, they provide design and layout of furniture and equipment for projects and loose furniture opportunities.

For examples of what we can help you achieve, we have provided 2D, 3D, and photo examples of typical learning environment layouts on the following pages.



2D Drawing

Design Process:

Pre-Meeting Prep

- We receive drawing files by district or design firm

Meeting 1: Discovery

- Learning Environment Specialist brings drawings with notes and questions.
- Key faculty confirm functionality of learning environments – curriculum, square footage, district standards

Meeting 2: Initial Proposal

- Initial design, budget, and product review of proposed options presented

Meeting 3: Revisions

- Based on feedback, revised design, and budget is presented. Finish options may be reviewed.

Meeting 4: Finalization

- Final review of selected design, budget quote, 3D renderings, and room-by-room report.

3D Drawing



Our Approach



Deliver

To ensure on-time and on-budget delivery and installation, we'll supervise the entire post-award process.

Our experienced, well-trained project management team will oversee the delivery, installation, and post-installation, processes for the entire project. You can count on the School Specialty® team to provide:

A comprehensive project portfolio with all details of your installation including:

- Contact sheet
- Punch list form
- Product summary report
- Drawings
- Project Shipping Detail Report
- Delivery/Installation Schedule Report
- Product by Room Report
- Room by Room Report

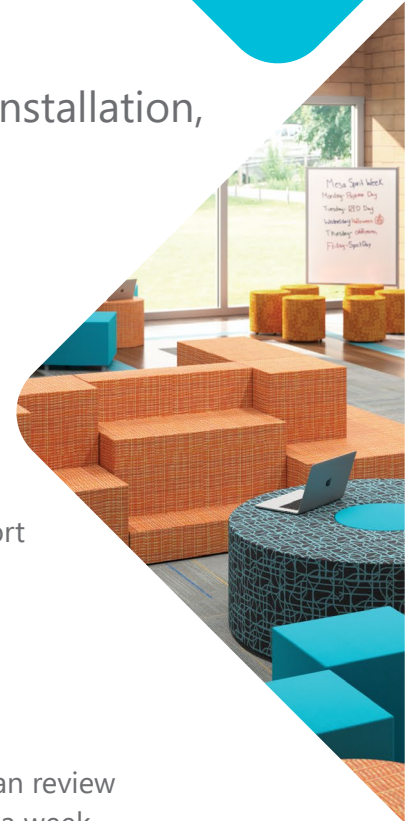
Project Connection®, our proprietary online project management website.

- This is where district personnel and your school's administrators can review real-time project information twenty-four hours a day, seven days a week.
- From critical path date reports to final punch lists, this system will provide you with various reports including: delivery and installation reports, punch lists, layouts, check lists, and more. If you require special reports or documents, we can add or customize information as needed.
- We have features that make it easy to locate your project information and a whiteboard where you can send the team e-mails that will be read and responded too quickly.

Regular visits by your Learning Environment Specialist and the lead installer to ensure everything at the job site is ready.

Management of all logistical arrangements.

- From coordinating deliveries and installations with designated district personnel, manufacturers, freight companies, and installers as well as maintaining regular communication on any milestones that are approaching.



Our Approach

School Specialty™ utilizes trusted third-party specialty companies to provide you with the best warehousing and on-site installation services.

To ensure you a flawless installation, we require all subcontractors meet a stringent set of guidelines to become a part of our team:

- Follow all federal, state, and local laws and regulations
- Pass background checks
- Maintain proper insurance coverages
- Before installation ◊ Inspect all deliveries and report back what was received and any discrepancies, i.e. damages, shortages, etc.
- During installation ◊ Stay in daily contact with our project management team to review daily progress and communicate pertinent project information
- After installation ◊ Return to schools in a timely manner if there are any issues

And we perform every possible service you need:

- Provide protections for floors (Masonite), elevators (Padding), doors, and other areas of the site they are working in
- Meet and offload trucks
- Correctly receive and transport deliveries with appropriate materials and equipment (hand trucks/dollies with rubberized casters).

We'll ensure no pallet jacks are used within the buildings and secure approval for appropriate district representatives prior to use of elevators.

- Stage product (onsite or offsite at a local installation company's warehouse, if necessary)
- Place room-by-room reports in visible areas outside entry doors or places designated by your representatives, and use them as inventory tools. They will remain until final walk throughs are conducted and signed off by the appropriate district representatives.
- Conduct daily inventory and tracking of product received
- Unpack and complete assembly of items per suppliers' specifications
- Remove trash daily from sites, never using school dumpsters for disposal of packing or shipping material
- Unless the appropriate district representative extends approval, our installation crew members will not eat or drink in any areas of the buildings
- Create a Vendor Shipping Detail Report with accurate information on all deliveries. If changes occur, update report and send to all involved parties.
- Provide a comprehensive Project Binder (in an digital format), to all parties including: key contact information, room-by-room listings for all products, product summary list, products-by-room report, all project drawings and layouts, and a vendor shipping detail report.
- Field Project Manager will be available to attend on-site meetings held by the architect or construction superintendent prior to installation.
- Learning Environment Sales team, Field Superintendent, and our lead installer will make regular visits to the job site prior to the delivery of the furniture to assure that the building, and adjacent areas such as parking lots, are ready to accept the furnishings.

Our Approach



After the installation process is completed, School Specialty, along with the lead installer, and a representative(s) of the school district, will conduct a thorough inspection of all products.

During the final walk through, we will provide a product instruction manual with product information about cleaning, adjusting, and warranties for each product purchased as well as discuss regular maintenance procedures for all furnishings.

If any issues arise during the final walk through, School Specialty will provide your representatives with documented punch-lists within five business days. If any issues arise after the final walk through, the district or schools' personnel can report the issues directly to the School Specialty representative who will be responsible for making it right - issuing replacement orders for new product, coordinating deliveries, and removing the original product from school sites

To ensure your ongoing satisfaction, we also perform these follow up services:

Project Close Out

Our lead installer, along with your district representatives, will conduct a thorough inspection after the installation process has been completed. During the final walkthrough, we'll advise on regular maintenance procedures and provide the district with a product instruction manual, including all product information about cleaning, adjusting, and warranties.

Warranty Services

District or schools personnel can simply report any issues to our team, and we will take care of issuing replacement orders, coordinating deliveries with the schools, freight companies, and our installation team, as well as removal of the original product from the school sites.



Our Approach

Develop

Our Professional Development courses will help you stay current on ever-evolving techniques and teaching styles.

We're here to help with a variety of courses taught by former educators, administrators, and education researchers offering practical tips and inspiration to help you get the most out of your learning environments. This phase is ready when you are – take as much or as little time as you need, before, or after installation to inspire or train.

Our offering will continue to evolve and expand as we stay on top of the latest learnings. Currently, our full and half day courses include:

Designing Innovative Learning Spaces

- Full Day: Helps teachers collaboratively investigate, research, resources, and practice around creating and using student-centered learning spaces. Explore best practice and apply it to contexts. Prototype ideas for agile learning spaces and identify future plans.

Culture and Climate in the Student-Centered Classroom

- Full Day: Explores research and examples of best practice in classroom culture. Time and space is included to develop personalized strategies to try out in classrooms, working as a cohort to brainstorm, ideate, and provide feedback.

Incorporating Authentic Student Voice and Choice in the Classroom

- Half Day: Offers a variety of approaches that establish a culture of student voice and choice, as well as strategies for managing those structures in the classroom.

Building a Culture of Collaboration

- Half Day: Collaboration is at the top of the list of skills that 21st century employers look for. This workshop will provide teachers with an opportunity to do a deep dive into the competencies that are central to collaboration.
- Full Day: Teachers will also explore ways to build collaboration, and engage in a design challenge to outline how they will build structures for collaboration in their own classrooms.

Instructional Strategies for Innovative Learning

- Half Day: Innovative learning spaces require innovative instructional strategies, and vice versa. Experience a variety of instructional delivery methods that support student-centered learning and build 21st century skills.
- Full Day: Teachers also engage in a guided **design process** to outline plans for innovative instructional delivery methods in their classrooms.



Snap this code for more information on our Professional Development offerings.



Detail/explanation of FF&E Delivery, Installation, Punch-List, and Warranty services.

Project Management

To ensure on-time and on-budget delivery and installation, we'll supervise the entire post-award process. Our experienced, well-trained Project Management Team lead by a Senior Project Coordinator will oversee the delivery/installation/punch list phases for all orders/projects requiring installation services. Over the last several years, the Project Management team have managed thousands of projects nationally to successful completion. Once purchase orders or contracts are received in-house, we will manage the entry of the order into our system through the District sign-off on final punch lists.

Prior to the first day of the project installation, we will provide the district with a copy of a comprehensive Project Binder which will include the following:

- **Contact Sheet** – which has key School Specialty personnel names and contact information for both local representatives and project management team members
- **Punch List Form** – the district will receive a completed punch list form within 5 business days after walk-throughs
- **Product Summary Report** (Product Detail – Product by Vendor/Manufacturer) – report contains product photos
- **Drawings** – binder will have all drawings and layouts related to the project
- **Project Shipping Detail Report** - Project Team will provide once all suppliers' ship dates are received
- **Delivery/Installation Schedule Report** - Project Team will e-mail the week prior to the set delivery window
- **Product by-Room Report** – will receive prior to start of installations

- **Room-by-Room Report** – will receive prior to start of installations; report contains product photos
- **Logistics Management:** The Project Team will manage all logistical arrangements including coordinating deliveries and installations with the designated district personnel, manufacturers, freight companies and our installation partners.
- **“Timely” Communication:** Your Project Management Team will maintain regular communication as needed with all parties on any milestones that are approaching.
- **Site Visits:** A representative from our company and our lead installer will make regular visits to the job site prior to the delivery of the furniture to assure that the building, and areas adjacent to the building such as parking lots, are ready to accept the furnishings. A representative from our company can also be on-site during the installation phases as well.

Installation Services and Punchlist Services - School Specialty does not have our own installation team; we utilize third-party companies to provide warehousing and on-site installation services. Although we use installation subcontractors, they must meet a stringent set of guidelines set forth to them prior to becoming a part of our team:

- Follow all federal, state, and local laws and regulations.
- All employees who perform installation work on school district grounds must be able to pass background checks
- Companies must have and maintain proper insurance coverages
- **Before** - If receiving product into their warehouses, the installers are required to inspect all deliveries and report back to our Project Team what was received and all discrepancies, I.E., damages, shortages, etc.

- **During** – installers are accountable to stay in daily contact with our Project Management Team to review their daily progress or to communicate pertinent project information.
- **After** – if there are issues that will require our installers to return to schools after installations are completed, they are held accountable to return in a timely manner.

We will work with our installation subcontractors to ensure they perform the following services:

- Provide protections for floors (Masonite), elevators (Padding), doors, and other areas of the site they are working in
 - Meet and offload trucks
 - Staging of product (either onsite or offsite at a local installation company's warehouse, if necessary)
 - Conduct daily inventory & tracking of product received
 - Unpacking & complete assembly of items per suppliers' specifications
 - Daily removal of trash from sites.
 - Unless the appropriate district representative extends approval, our installation crew members are not authorized to eat or drink in any areas of the buildings.
- Our Project Management team will ensure the installation companies will be equipped with the appropriate materials and equipment to correctly receive, transport (hand trucks/dollies with rubberized casters),
 - Assemble product and removal of trash daily (our installation partners are not allowed to use schools' dumpsters for disposal of packing or shipping material). The Team will ensure no pallet jacks are utilized within the buildings. Prior to the use of elevators, we will ask approval from the appropriate district representatives.
 - Our onsite installation personnel will meet with the designated onsite school district representative daily to review the schedule of work for the day including but not limited to delivery schedules, rooms or areas installing, installation progress, and more.
 - Our installers will place Room- by- Room reports in visible areas outside of the entry doors or places designated by district representatives, and will use them as inventory

- tools. They will remain until final walk throughs are conducted and signed off by the appropriate district representatives.
- The installers will immediately report, at time of delivery, any shortages or freight damage to the Project Management team. If there are damaged goods or shortages, we will arrange for immediate replacements. Replacement items may ship between 2 – 4 weeks.
- Throughout the delivery/installation phases, installers are in constant contact with the Project Management team to report status of deliveries & installation, report any delays, and create and maintain “**punch lists**” of items that require follow up. The Installation Company’s On-site Supervisor and the Project Management team will work together on all punch lists” to ensure that all issues are resolved in a timely fashion and to the district’s complete satisfaction.
- Representatives of our company along with our lead installer, and a representative(s) of the school district, will conduct a thorough inspection of all products after the installation process has been completed. We agree to provide your representatives with **documented punch-lists within five (5) business days from the date of the walk-throughs.**

Follow-Up Services:



A. Project Close-Out

Our lead installer along with representatives of the school district will conduct a thorough inspection of all products after the installation process has been completed. During the Final Walkthrough, we will provide the District with a Product Instruction Manual and discuss regular maintenance procedures for the furnishings. The manual shall include all product information about cleaning, adjusting, and warranties for each product that were purchased.



Warranty Services

The Project Management Team will be fully responsible for managing all warranty services. District personnel can report the issues directly to the Team, and we will be responsible for issuing replacement orders for new product, coordinate deliveries with the schools, freight companies, and our installation team. We will also be responsible for the removal of the original product from the school sites.

Safety

Below are safety guidelines we give to our installation partners receive for each project they are assigned to by School Specialty. Our company hold our installers accountable for all actions they take while on school grounds:

***School Specialty Inc.** is committed to the safety of all our customers and installation subcontractors. The following safety plan will assist your employees to comply with environmental, safety and health requirements. We expect your participation and involvement in helping to make **(Name of Project)** a safe place to work:

1. Following established safety rules and procedures is the responsibility of all subcontractor employees while on school or building grounds.
2. All accidents (injuries, illnesses, or near misses) must be reported to School Specialty immediately.
3. All employees are required to wear proper Personal Protective Equipment.
4. Appropriate footwear is required to be worn by all employees working in or on site. Open toe or open heeled shoes are prohibited (some jobsites may require hard toe footwear due to ongoing construction).
5. Employees working in or on school grounds shall wear pants or slacks to protect the employees from sharp objects, metal shavings and other hazards. Long sleeved garments must be rolled up past elbow or buttoned at the wrist with a tight fit. Appropriate clothing must be worn at all times.
6. Obey all barricaded areas and warning signs such as "*authorized personnel only*", "*stop*", "*restricted area*", etc.
7. Employees must fully comply with posted instructions, safety rules, and warning signs.
8. Proper lifting procedure and techniques are to be followed. Lifting devices are to be used for all objects that are awkward or heavy product.
9. Only authorized employees
10. are to operate forklifts, man lifts, and mobile equipment vehicles. Passengers are prohibited on lift and shop carts.
11. **Never** handle, transfer, or transport any hazardous or non-hazardous regulated waste.
12. Aisles, eye wash stations, fire equipment, electrical panels, and other designated "clear areas" must not be blocked.
13. Never climb on racks, stools, chairs, shelves, tables, or desks to reach objects over your head. Only use approved ladders, locking stools, man lifts, or scaffolds.
14. Know the location of the nearest fire extinguisher and electrical disconnects for your equipment.
15. Smoking, alcohol or the use of illegal substances are prohibited on or near school grounds



At School Specialty, we are dedicated to Transforming More Than Classrooms[®]. To make that vision a reality, we employ a team of Subject Matter Experts, all of whom began their careers in the classroom, to advise you on the best educational tools and solutions. From product recommendation to implementation, it is a level of support that reflects the goal we share helping your students succeed. Please see the attached profiles of a few of our Subject Matter Experts and Presenters.

School Specialty offers a variety of Professional Development opportunities to help you implement new programs, engage students, and reinvigorate teaching and learning in the classrooms. Our Subject Matter Experts and over 60 consultants are available to provide Professional Development across content areas. Our presenters include authors, Teachers of the Year, and experts within their field. Professional Development is available in multiple formats to fit the individual needs of educators. Live or recorded webinars, in-person half and full-day sessions, School Specialty can design something specifically for your educators. You can learn more and see examples of some of our offerings at SchoolSpecialty.com/professionaldevelopment as well as review the attached flyers.

We have provided professional development for districts and schools across the country and frequently present at state and national conferences. We aim to integrate and embed Texas Essential Knowledge and Skills whenever possible. Listed below is a sampling of some of the districts across Texas that we have provided professional development for within the last three years.

- Dallas Independent School District (Art, Health, Physical Education)
- Brownsville Independent School District (Science)
- Houston Independent School District (Art, Special Needs)
- Katy Independent School District (Art, Physical Education)
- Killeen Independent School District (Physical Education)
- Klein Independent School District (Art)
- Lewisville Independent School Northwest Independent School District (Art)
- San Antonio Independent School District (Art, Early Childhood)
- Spring Branch ISD (Physical Education)
- Regular presenters at the Texas Art, Physical Education and Science conferences

Professional Development Price Sheet

CATEGORY	ITEM NUMBER	DESCRIPTION		CUSTOMER COST	NATIONAL CONTRACT PRICE
ART	2000919	PD CUSTOMER SPECIFIED ART PROFESSIONAL DEVELOPMENT (3 HRS OF PD)	SSI tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$1999 + TRAVEL	\$1759 + TRAVEL
	2000918	PD CUSTOMER SPECIFIED ART PROFESSIONAL DEVELOPMENT (6 HRS OF PD)	SSI tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2699 + TRAVEL	\$2375 + TRAVEL
	2000917	PD EXTRA PARTICIPANT FEE (ART)		\$59	\$59
	2000920	PD WEB TRAINING CUSTOMER SPECIFIED (1 HR OF PD)	One time log in for small group	\$125	\$100
	Varies by Course	PD WEBINAR 45-60 minutes	Individual log in for multiple access	\$89	\$67
	2000793	PD TRAVEL (SAX)	Typical Travel per trainer cost is as follows: (If consultants are local or regional the cost may be lower. Better to quote above than below)	\$1200 A day and \$200 every day consecutive day afterwards.	
EC	2002532	PD CUSTOMER SPECIFIED EC PD (3 HRS OF PD)	SSI tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$1999 + TRAVEL	\$1759 + TRAVEL
	2002531	PD CUSTOMER SPECIFIED EC PD (6 HRS OF PD)	SSI tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2699 + TRAVEL	\$2375 + TRAVEL
	2002530	PD EXTRA PARTICIPANT FEE (EC)		\$59	\$59
	2002533	PD WEB CUSTOMER SPECIFIED EC TRAINING (1 HR PD)	One Time log in for small group	\$125	\$100
	Varies by Course	PD WEBINAR 45-60 minutes	Individual log in for multiple access	\$89	\$67
	2000824	PD TRAVEL CHILDCRAFT	Typical Travel per trainer cost is as follows: (If consultants are local or regional the cost may be lower. Better to quote above than below)	\$1200 A day and \$200 every day consecutive day afterwards.	
PE	ITEM NUMBERS ARE ASSIGNED TO SPECIFIC WORKSHOPS		Verify with Christine before using		
	2002590	PD CUSTOMER PE PD (3 HRS OF PD)	SSI tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$1999 + TRAVEL	\$1759 + TRAVEL
	2002591	PD CUSTOMER SPECIFIED PE PD (6 HRS OF PD)	SSI tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2699 + TRAVEL	\$2375 + TRAVEL
	2005154	PD EXTRA PARTICIPANT FEE (PE)		\$59	\$59
	2002592	PD WEB TRAINING CUSTOMER SPECIFIED (1 HR OF PD)	One Time log in for small group	\$125	\$100
	Varies by Course	PD WEBINAR 45-60 minutes	Individual log in for multiple access	\$89	\$67
	2012967	PE TRAVEL	Typical Travel per trainer cost is as follows: (If consultants are local or regional the cost may be lower. Better to quote above than below)	\$1200 A day and \$200 every day consecutive day afterwards.	
Special Needs	2002534	PD CUSTOMER SN PD (3 HRS OF PD)	SSI tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$1999 + TRAVEL	\$1759 + TRAVEL
	2002535	PD CUSTOMER SPECIFIED SN PD (6 HRS OF PD)	SSI tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2699 + TRAVEL	\$2375 + TRAVEL
	2002536	PD EXTRA PARTICIPANT FEE (SN)		\$59	\$59
	2002537	PD WEB TRAINING CUSTOMER SPECIFIED (1 HR OF PD)	One time log in for small group	\$125	\$100
	Varies by course	PD WEBINAR 45-60 minutes	Individual log in for multiple access	\$89	\$67
	1612106	SN TRAVEL	Typical Travel per trainer cost is as follows: (If consultants are local or regional the cost may be lower. Better to quote above than below)	\$1200 A day and \$200 every day consecutive day afterwards.	
STEM	2002541	PD CUSTOMER STEM PD (3 HRS OF PD)	SSI tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$1999 + TRAVEL	\$1759 + TRAVEL
	2002540	PD CUSTOMER SPECIFIED STEM PD (6 HRS OF PD)	SSI tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2699 + TRAVEL	\$2375 + TRAVEL
	2002543	PD EXTRA PARTICIPANT FEE (SN)		\$59	\$59
	2002544	PD WEB TRAINING CUSTOMER SPECIFIED (1 HR OF PD)	One time log in for small group	\$125	\$100
	Varies by course	PD WEBINAR 45-60 minutes	Individual log in for multiple access	\$89	\$67
	2000851	STEM TRAVEL	Typical Travel per trainer cost is as follows: (If consultants are local or regional the cost may be lower. Better to quote above than below)	\$1200 A day and \$200 every day consecutive day afterwards.	

Education isn't just our business. It's our specialty.

At School Specialty, we're dedicated to Transforming More Than Classrooms®. To make that vision a reality, we employ a team of Subject Matter Experts, all of whom began their careers in the classroom, to advise you on the best educational tools and solutions. From product recommendation to implementation, it's a level of support that reflects the goal we share: helping your students succeed.



MARY REILLY, ART

Bachelor of Arts, Fine Arts
Graduate Coursework, Fine Arts

Education Experience: After 24 years as a college admissions director, Mary crossed over to provide the materials for art education as a member of Sax, first as manager of Inside Sales, then as National Sales Manager. Mary has overseen a team of 15 art consultants. In 2000 Mary and her team created Sax Lesson Plan Book partnerships with prominent art supplies vendors. Meanwhile, she has refined her own artful style of presentation at various national, state and local conferences.



NADINE DRESBACH, ART

Bachelor of Arts, Art Education
Master of Arts, Art Education

Education Experience: For Nadine, art education has been her life's work, including an Ohio teaching license, 5 years teaching elementary art, and 19 years in higher education (teacher prep). She has served Sax for 25 years as a Category Account Manager, Art Consultant, and Subject Matter Expert. In the latter capacity, Nadine has presented at various national, state, and local conferences.



JENNIFER FERNANDEZ, EARLY CHILDHOOD

Bachelor of Arts, Elementary Education & Spanish
Master of Arts, Bilingual Bicultural Studies

Education Experience: Jennifer's education background is diverse. She taught PreK-6 for 22 years, served on district and regional instructional committees. She holds Texas Teaching Certificates in Elementary Self Contained, Early Childhood, & Bilingual/ESL, plus Minnesota Elementary Education. Jennifer has served for 7 years as a professional learning specialist, and is in demand as a presenter to regional, state, and local conferences.



MIKE SMITH, PE, HEALTH & WELLNESS

Bachelor of Arts, Kinesiology, Sociology Minor
Master of Arts, Sports Administration

Education Experience: Mike brings 19 years of experience teaching K–12, district and state instructional committees, plus 4 years teaching in higher education and 7 years as a Colorado Department of Education consultant and national presenter. He has served on various Physical Education organizations and boards. With this varied background to share, Mike is often invited to present at national, regional, state, and local conferences.



NAOMI HARTL, SCIENCE/STEM

Bachelor of Education, Physical Education, Biology Minor
Bachelor of Science, Kinesiology/Physical Education Studies

Education Experience: For 3½ years Naomi taught middle and high school content, plus an additional year teaching elementary content. She has taught physical education, multiple levels of math, and science, and has also worked in Product Development and Curriculum writing for four years. Naomi now holds an Oregon teaching license for pre-K through grade 12 health & physical education, plus a Saskatchewan Profession “A” Teaching License. She has presented at international, national, state, and local conferences.



CECILIA CRUSE, SPECIAL NEEDS

Bachelor of Health Science, Occupational Therapy
Master of Science in Education, Human Resource Development Specialty

Education Experience: Cecilia has dedicated herself to the health and well-being of others throughout a 38-year career as a registered and licensed Occupational Therapist, credentials she retains today (OTR/L). Her experience in pediatrics with school-based services (including pre-school and Head Start programs), acute care, and outpatient pediatric settings including Augusta University and Children’s Healthcare of Atlanta at Scottish Rite have made her a valuable resource to educators and communities. She has shared her knowledge on national television and in presentations at various national, state, and local conferences, and is a published author as well.



DEANNA MARIE LOCK, DIRECTOR OF CATEGORY EXPERTISE AND SUPPORT

Bachelor of Arts, Elementary Education with Minors in History and Environment Science
Master of Arts, Educational Leadership

Education Experience: Deanna built her reputation as an educational leader on a multifaceted background that includes 18 years as a public school elementary teacher, assistant principal, and principal, then as an Instructional Solutions consultant, and as an Instruction and Intervention subject matter expert. Today, as the Director of Category Expertise and Support, she leads subject matter experts across all of School Specialty’s target curriculum solutions and widespread product categories. Deanna’s in-classroom expertise informs her personalized, intentional approach as she professionally advises an audience she was part of for nearly two decades. Deanna is passionate about building long-term customer connections and helping students find their passion and highest potential.

REINVIGORATE TEACHING AND LEARNING

School Specialty is a leader in professional development for the physical education field offering onsite and online opportunities to meet the needs of PE teachers, classroom teachers, early childhood and after school providers. Organizations can choose trainings to learn more about curriculum and products as well as current PE, health and nutrition topics.

Our presenters are current and former teachers many of which are National Teachers of the Year who have years of experience in the field. Have us visit your organization or register on our website for access to webinars and workshops which allows you to track all of your professional development hours.

Contact us to choose the workshop that best meets your needs or customize a training session for your staff.

See reverse for examples of [Site-Based Workshops](#).

Want to learn more? Visit SchoolSpecialty.com/professionaldevelopment

To receive a FREE, no obligation work scope and budget to review, click the "Learn More" button under Contact A Specialist.

WE OFFER PROFESSIONAL DEVELOPMENT SERVICES FOR



Examples of Site-Based Workshops

Workshop Title	Duration	Brief Description
Quality PE: Strategies and Resources to Boost Your Program	3-hour/ 6-hour or 12-hour	Learn organizational, management, and instructional techniques to build a quality physical education program.
Building Social Emotional Skills in Physical Education	3-hour/ 6-hour	Learn about the principles of SEL and how they apply to physical education as well as take away strategies and activities for integrating the SEL concepts into lessons.
Inclusive PE: Strategies for Including All Students in Physical Education	3-hour/ 6-hour or 12-hour	Learn strategies for adapting activities and equipment and how to modify lesson plans for skill-based instruction to better meet the needs of your students.
Assessment Accomplished: Tools, Methods, and Best Practices for Your PE Program	3-hour/ 6-hour	Learn tools, methods, and best practices to authentically assess physical education classes.
Ignite Your Health Education Program	3-hour/ 6-hour	Learn instructional best practices that align with 21st Century Learning Skills and the National Health Education Standards as well as interactive strategies to actively engage students in the health classroom.
How to be a "Movement Champion"	3-hour or 6-hour	This workshop is designed for the Physical Education specialist to gain insight and ideas that he/she can implement in his/her school practices to increase movement during the school day.
How to be a Highly Effective Physical Education Teacher	3-hour or 6-hour	With increased focus on teacher evaluations, Physical Education teachers look for ways to increase student engagement and support content instruction, while meeting their standards. This workshop will dive into ideas on how to become a "Highly Effective" Physical Education teacher and helpful tools to help you through the evaluation process.
Active Classroom	3-hour or 6-hour	This workshop is designed for classroom teachers with ideas to integrate movement, learn the latest research, and implement fun classroom management techniques to infuse some FUN, movement and kinesthetic learning in the classroom.

To learn more, visit
SchoolSpecialty.com/professionaldevelopment



REINVIGORATE TEACHING AND LEARNING

School Specialty has been enriching teacher's professional lives with Professional Development workshops for over 25 years.

These workshops are developed from the annual Sax Lesson Plans. Our lesson plans are based on the National Visual Arts Standards and are cross categorical. Our Lesson Plans also focus on Adapted Art, STEAM and Social Emotional Learning. We have a collection of over 200 Lesson Plans online. Each year we select our favorites to offer for Professional Development workshops. In addition to our annual offering we can customize a workshop based on the needs of a district. Presenters are former art educators and/or professional artists.

See reverse for examples of [Site-based Workshops](#).

Want to learn more? Visit SchoolSpecialty.com/professionaldevelopment

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OUR PROFESSIONAL DEVELOPMENT SERVICES INCLUDE



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Examples of Site-Based Workshops

Workshop Title	Duration	Brief Description
Monet's Japanese Bridge	3 hours	Uses Monet's Japanese Bridge paintings to dig deeper into the composition of landscape painting focusing on background, middle and foreground.
Kandinsky Recycled	3 hours	Creates a monoprint using different colored planes and geometric shapes using recycled materials.
Community of Artists	3 hours	Create a classroom artist community of houses using a simple 3D construction and various paper techniques.
Cross Contour Geological Tiles	3 hours	Create 3D landforms on soft hand-built clay tiles. Optional glaze application on site.
Sunlight, Shimmer and Shadow	3 hours	Explore places/images with personal meaning that demonstrate the properties of highlight, shadow and reflection.
Masters in Plaster	3 hours	Creating a 3D image from a 2D master work using a pizza box and Plast'r Craft.
Book of Mini Mandalas	3 hours	Combining art and math participants will create an individual or collaborative piece.
Layered Coral Reef	3 hours	Multiple sheets of plastic create the layers and depth of a coral reef. Focus includes understanding process of background, middle and foreground.
Tiffany Inspired Starburst Book	3 hours	Create a simple origami folding book with artist inspired embossed cover.
Adapted Art/ Inclusive Art	3 hours	Do you have students with special needs in your art class? Need ideas for more inclusive art lesson plans? This interactive art workshop has creative solutions for inclusive projects, fine motor adaptations, hands on work stations and more! Perfect for Art Educators.

Sax® WORKSHOPS-IN-A-BOX

(this is a self-administered workshop kit available through our catalog and online - designed for 10 participants)

Workshop Title	Duration	Brief Description
Sax® WORKSHOP-IN-A-BOX: Diner Display Case Paintings	Minimum - 1.5 hours	Inspired by artist Wayne Thiebaud's "diner" food works, participants create diner imagery focusing on use of color, brush stroke, texture, and shadow.
Sax® WORKSHOP-IN-A-BOX: Mini Mandala Coloring Books	Minimum - 1.5 hours	Participants create an original coloring book of free hand or templated mini mandalas.
Sax® WORKSHOP-IN-A-BOX: Geometric Assemblage	Minimum - 1.5 hours	Using patterns found in nature or objects representative of various cultures, participants develop patterned designs on geometric-shaped mini canvases to construct a well-designed assemblage, mounted on elevated levels.
Sax® WORKSHOP-IN-A-BOX: Masters in Plaster	Minimum - 1.5 hours	Using texture and dimension on a pizza box canvas, participants create works of master artists using the medium Plast'r Craft®.
Sax® WORKSHOP-IN-A-BOX: Fanciful Fish	Minimum - 1.5 hours	Using simple techniques and Model Magic®, participants will create relief sculptures of fish, a subject with numerous sizes, forms, and textures.

To learn more, visit
SchoolSpecialty.com/professionaldevelopment



REINVIGORATE TEACHING AND LEARNING IN THE 21ST CENTURY SAFE SCHOOL.

School Specialty offers a variety of Professional Development opportunities to help you implement new programs, engage students, and reinvigorate teaching and learning in the classrooms. Our education experts share current research and best teaching practices on a variety of education topics across content areas.

Schoolyard Blog

What's trending in education? Peruse hundreds of articles for ideas and resources that you can implement in your classroom today. Visit blog.schoolspecialty.com.

Webinars

Watch and engage directly with our education experts during a live webinar. Or explore our library of recorded webinars to view a topic that interests you. These resources are offered free to our valued customers.

Site-Based Workshops

Our experts will come to you. Partial, full and multi-day workshops, as well as Keynote Conference Presentations, are available for a fee. See reverse side for some of our popular workshop topics.

WE OFFER PROFESSIONAL DEVELOPMENT SERVICES FOR



Want to learn more? Visit SchoolSpecialty.com/professionaldevelopment

To receive a FREE, no obligation work scope and budget to review, complete the "Request for Proposal" form.

professionaldevelopment@schoolspecialty.com • 888-388-3224

Professional Development is available in multiple formats to fit the individual needs of you and your educators. Live or recorded webinars, in-person half and full-day sessions, we can design something specifically for you.

General topics are available for all categories. These include, but are not limited to:

- Rewiring the Reading Brain Utilizing Scientifically Research Based Strategies
- Integrating Literacy and Math into Physical Education
- Integrating STEAM
- How to Create a Makerspace in Your School
- Including Sensory Solutions in the Classroom
- Understanding Sensory Processing as Part of Universal Design
- 10 Terrific Tips to Promote Good Fine Motor Skills
- Social Emotional Wellness in Early Childhood
- Preschoolers as Problem Solvers: Enhancing Critical Thinking Skills
- Nutrition Education
- Proven Strategies for Making PE Fun, Engaging & Meaningful
- PE Strategies for a Quality Program
- Modular Robotics: Constructing Explanations and Designing Solutions at K-8
- Designing Innovative Learning Spaces
- Linking Learning Spaces & Innovation

Customized professional development is also available based upon individual instructional needs.

To learn more, visit SchoolSpecialty.com/professionaldevelopment
professionaldevelopment@schoolspecialty.com
888-388-3224





REINVIGORATE TEACHING AND LEARNING

School Specialty is pleased to offer onsite STEM professional development as part of School Specialty's commitment to transforming more than classrooms. Our workshops train teachers on how best to implement our core and supplemental curriculum, use innovative STEM learning spaces and environments, integrate classroom materials management and storage solutions, and share current developments in STEM education including STEAM, NGSS, and Makerspace. We can customize and create workshops to meet the needs of your district, school or facility. Our consultants are former or current educators with years of experience teaching Science and STEM at all grade levels and disciplines. Their goal is to support educators in sharing real world experiences where students apply science, technology, engineering, and mathematics in contexts that make connections between school, community, work, and the global enterprise.

Contact us to choose the workshop that best meets your needs or customize a training session for your staff.

See reverse for examples of [Site-based Workshops](#).

Want to learn more? Visit SchoolSpecialty.com/professionaldevelopment

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WE OFFER PROFESSIONAL DEVELOPMENT SERVICES FOR



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Site-Based Workshops

Workshop Title	Duration	Brief Description
Modular Robotics: Constructing Explanations and Designing Solutions at K-8	1 or 3 hour	Encourage inquisitiveness and unlock your students' inner inventor with Cubelets—blocks that magnetically connect to make robots. Use the robotic operations THINK, SENSE, and ACT to solve problems, create, then design solutions. Answer questions like “What sensory input is needed to solve my design challenge?” with Cubelets!
Math Integration Through Inquiry-based Science	1 or 3 hour	Are your students having trouble solving word problems? Do they always use the correct units? Are you struggling with how to teach unit conversion? Participants will learn the benefits of introducing dimensional analysis to middle or high school students. Compare guided inquiry to a traditional lesson and play the Conversion Chain Game.
SAIL into STEM	1 or 3 hour	Take a classic car and ramp experiment and combine it with technology. Extend the investigation with an engineering design problem and you have a “SAIL CAR!” See a series of fantastic inquiry-based investigations that teach about basic types of friction, forces, and related motion concepts that will benefit elementary, middle AND high school science or math students.
Energy Quest: Visualizing Cell Pathways using Augmented Reality	1 or 3 hour	Get ENERGIZED about teaching energy pathways with a module featuring cutting-edge Augmented Reality. Through collaborative game board play and manipulating 3D imagery with a swipe of a finger, students will be clamoring to earn 32 ATP and synthesize glucose molecules.

To learn more, visit
SchoolSpecialty.com/professionaldevelopment



REINVIGORATE TEACHING AND LEARNING

Childcraft is pleased to offer professional development services to early childhood educators, administrators, and professionals serving children and families in a variety of settings. We believe that every child deserves a safe and healthy start: socially, emotionally, physically and mentally, and our team collaborates with you to plan and deliver customized training that addresses your specific program needs and desired outcomes.

Our professional development consultants create on-site and virtual learning experiences grounded in developmentally-appropriate and research-based best practices, policies, and trends, equipping educators with 21st century skills and strategies to teach our youngest learners.

Contact us to choose the workshop that best meets your needs or customize a training session for your staff.

See reverse for examples of [Site-Based Workshops](#).

Want to learn more? Visit SchoolSpecialty.com/professionaldevelopment

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WE OFFER PROFESSIONAL DEVELOPMENT SERVICES FOR



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Site-Based Workshops

Workshop Title	Duration	Brief Description
Prompting Play: Using Non-Fiction Read Alouds to Spark Imaginations	1.5 hours	Non-fiction read alouds can prompt children to think critically during play with loose parts and manipulatives. Learn techniques that motivate children to make physical and mental connections to increase comprehension.
The Power of Yet... Developing a Growth Mindset with Early Learners	1.5 hours	As we develop 21st Century early learners, it is essential that we begin the dynamic process of providing specific, process driven feedback that supports children in building a growth mindset.
Nurturing the Body, Heart & Mind Through Music	3 hours	Often, the focus of teaching is solely on the mind. When we make good choices about ourselves and others, the mind is much easier to teach. This session provides educators with tools to teach the whole self.
Better Together: Strategies to Support Family Engagement	3 hours	Engaged families have a tremendous impact on children's readiness, learning, and well-being. Explore current research, resources, and strategies for engaging families throughout your program.
Intentional Instruction to Strengthen Social and Emotional Learning	3 or 6 hours	We can explicitly teach and model appropriate social and emotional skills to early learners through instructional strategies and engaging texts. Participants will engage in reflection and self-assessment to increase their instructional effectiveness.
Full STEAM Ahead!	3 or 6 hours	Early learners need diverse experiences to develop their problem-solving and critical thinking skills. Explore strategies and products that promote 21st Century skills in young children.

To learn more, visit SchoolSpecialty.com/professionaldevelopment



REINVIGORATE TEACHING AND LEARNING

For over 25 years, School Specialty Abilitations has been a leader in providing tools and solutions for children with special needs. We are pleased to now offer Professional Development as part of School Specialty's commitment to transforming more than just classrooms. From topics on Inclusion and Universal Design to Sensory Smart Classrooms and Building Strong Motor Skills in Early Childhood, we have your Professional Development needs covered!

We can also customize and create workshops to meet the needs of your district, school or facility. Our presenters are therapists and/or educators with a wealth of hands-on experience in the Special Needs arena. Contact us to choose the workshop that best meets your needs or customize a training session for your staff.

See reverse for examples of [Site-Based Workshops](#).

Want to learn more? Visit SchoolSpecialty.com/professionaldevelopment

To receive a FREE, no obligation work scope and budget to review, complete the "Request for Proposal" form.

WE OFFER PROFESSIONAL DEVELOPMENT SERVICES FOR



professionaldevelopment@schoolspecialty.com • 888-388-3224

Site-Based Workshops

Workshop Title	Duration	Brief Description
Sensory Solutions in the Classroom	3-hour or 6-hour	Learn how to transform your classroom for success and get practical solutions for staying on task, transition strategies, preventing meltdowns and more! A favorite for Teachers, Therapists and other Related Service Providers.
Practical Inclusion Strategies	3-hour or 6-hour	Specific strategies, principles and options for setting-up an inclusive classroom that will benefit both students with special needs as well their gen ed peers. Ideal for SPED and GenEd Teachers.
10 Terrific Tips to Build Strong Fine Motor Skills	3-hour	This fun, interactive training reviews the basic components of the senses...especially how vision, movement, touch and body awareness (through the muscle and joints) form the foundation for all good fine motor skills. Great for Early Childhood Educators!
This Chair is Just Right! Understanding Sensory Processing as Part of Universal Design	3-hour	Applying the basics of good sensory processing, learn how to transform each classroom for success using key design solutions and furniture/equipment selections. Perfect for architects and Facilities Planners.
A Practical Approach to Multi-Sensory Environments (MSEs)	3-hour or 6-hour	Thinking about adding a Multi-Sensory Environment (MSE) to your school or clinic? Have equipment that is not being utilized due to lack of staff training? Get simple tips for setting up your room, keeping data, training staff, and see examples of basic component pieces and how they work. Teachers, therapists and support staff will find this course practical and enlightening for their students with special needs and/or as part of inclusion and universal design for learning.
Adapted/Inclusive Art	3-hour	Do you have students with special needs in your art class? Need ideas for more inclusive art lesson plans? This interactive art workshop has creative solutions for inclusive projects, fine motor adaptations, hands-on work stations and more! Perfect for Art Educators.

To learn more, visit
SchoolSpecialty.com/professionaldevelopment



INSTALLATION WARRANTY STATEMENT

School Specialty LLC., will warranty installation services for furniture products purchased against AEPA Bid No. 022-A Furniture. This warranty is against issues arising from installation services provided by our third - party installation partners.

We agree to repair or replace to the satisfaction of AEPA members agencies items that are deemed defective or damaged due to poor installation workmanship.

This warranty doesn't include customer misuse, abuse, or neglect.



PRODUCT WARRANTY

Bretford engineers and manufactures its products to provide dependable operation.

Therefore, Bretford warrants that all products it manufactures are - at date of shipment - free from defects in material or workmanship. Any product which under normal use, regardless of the number of shifts during which the product is in use, fails to function within the time periods specified below, and found defective in material or workmanship by Bretford's inspection, will be repaired or replaced without charge to the buyer or, at the election of Bretford, a credit will be allowed up to the invoice purchase price of the product.

This warranty is inapplicable where, in the judgment of Bretford, the defect is attributable to abnormal wear, misapplication, abnormal use, misuse, modification or damage after shipment, including damage caused by the buyer's failure to properly maintain the item, or other similar cause.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY ORDINARY OR PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Bretford EDU 2.0, Basics and Collections Furniture • Twelve (12) Years
three (3) shift facilities, from date of shipment, labor included (excluding fabric)

Bretford Library Furniture • Twenty (20) Years
from date of shipment, labor included (excluding fabric)

Antimicrobial Finishes

effective for the useful life of the product consistent
with the product warranty period stated above

STANDARD WARRANTY EXCEPTIONS APPLY

Bretford Wood Library Chairs • Five (5) years from date of shipment

Here Rail Dry Erase Wall Covering • Five (5) years from date of shipment

Powermat, Electrical & Data Assemblies/Components • One (1) year from date of shipment

Speakers • One (1) year from date of shipment

Gas Shock Assemblies • One (1) year from date of shipment

Soft Seating Fabric • One (1) year from date of shipment provided normal usage applies.
Warranty is dictated by the fabric manufacturer and passed on accordingly.

Bretford • 11000 Seymour Avenue • Franklin Park, IL 60131
phone: (800) 521-9614 • fax: (800) 343-1779 • website: www.Bretford.com

Brodart's Limited Twenty-Five Year WARRANTY for Furniture

Brodart warrants that the Furniture designed and manufactured by it will be free of defects in material and workmanship for a period of twenty-five (25) years.

If a defect in material or workmanship is found to exist during the applicable warranty period, the purchaser's sole remedy and Brodart's sole obligation will be, at Brodart's option, the repair or replacement of the Furniture. Such repair or replacement will be at Brodart's sole expense if notice of the defect in workmanship or material is provided during the twenty-five year warranty period.

During the first year of the warranty period, Brodart will be responsible for freight charges from curbside at the Purchaser's place of business, provided that such freight is arranged by Brodart through a common carrier. After the first year, the purchaser will be responsible for all freight charges. All products or parts replaced by Brodart shall become the property of Brodart.

Purchaser shall promptly notify Brodart of any defect. Warranty claims will not be honored unless received by Brodart before the expiration of the warranty period. The warranty period shall begin on the date the Furniture is shipped to the purchaser. No Furniture will be accepted for warranty work without the prior written approval of Brodart's authorized personnel in McElhattan, Pennsylvania.

All Warranties are for the benefit of the original purchaser from Brodart or from any distributor of Brodart, provided that such purchaser purchases the Furniture for its own use and not for resale (the "Original Purchaser"). The warranty is not transferable to any subsequent purchaser of the Furniture from the Original Purchaser.

Defects which, in the judgment of Brodart, result from abuse, misuse, improper storage, alteration, unauthorized repair, extreme environmental conditions, acts of God, or failure to follow published instruction for use or assembly are not covered by this warranty.

No corporation, firm, or individual is authorized to incur or assume for Brodart any liability in connection with the sale, installation or use of Brodart's Furniture, except as stated in this warranty.

Because of material variations in color, grain or texture of wood, Brodart does not warrant the matching of color, grain or texture.

This warranty does not apply to chairs, hassocks, swivel, benches or other types of seating supplied by Brodart, or to furniture sold by Brodart which has been manufactured by any other person.

THERE ARE NO OTHER WARRANTIES RELATING TO BRODART'S FURNITURE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BRODART BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY BUSINESS OR OTHER FINANCIAL LOSS RESULTING FROM THE BREACH OF THE FOREGOING WARRANTY.



**Brodart Co.
Contract Furniture
280 North Road
McElhattan, PA 17748-0280 USA**

Printed in U.S.A.



Warranties

Carpets for Kids® provides wear warranties on all of our kids carpets:

- **On all printed Rugs***
 - Lifetime* Abrasive Wear Warranty
 - Lifetime* Anti-Microbial Protection Warranty
 - Advanced Anti-Static Protection
 - *excludes KID\$ Value Rugs
- **Mt. Shasta Solids Collection**
 - Lifetime* Abrasive Wear Warranty
 - Advanced Anti-Static Protection
- **Mt. St. Helens Solids Collection**
 - 10-Year Wear Warranty
- **KIDply® Soft Solids Collection**
 - Lifetime* Abrasive Wear Warranty
 - Lifetime* Anti-Microbial Protection Warranty
 - Advanced Anti-Static Protection
- **Soft-Touch Texture Blocks**
 - Lifetime* Abrasive Wear Warranty
- **KID\$ Value Rugs**
 - 1-Year Limited Wear Warranty – excludes backing & serge.

Carpets for Kids® (CFK) is the industry leader in high quality, educational children's rugs. We guarantee that your new carpet will not wear more than 10 percent by abrasion. If this occurs, CFK agrees to replace the carpet subject to its usage schedule. In the event that the identical carpet is not available, you may choose from a selection of carpets of comparable quality.

Damage caused by improper installation, pets, tears, spills, cuts, pilling, shedding, matting, crushing, burns and improper maintenance or cleaning methods are not manufacturing defects and are excluded.

CFK requires the original or other documentation (invoice with purchase date) as proof of warranty coverage. This warranty gives you specific rights. You may have other legal rights which vary from state to state.

In no event shall CFK be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability or otherwise. Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**No Fault
SergeWarranty™**

Our double-stitched, serged edges are made to stand up to the rigors of schools and childcare environments. However, the serge can be damaged by sharp objects (such as when opening the packaging) or cleaning equipment (vacuuming up the serged edge in the beater bar). **Carpets for Kids now has a “no-fault” serge warranty.**

Simply return your *Carpets for Kids* rug to *Carpets for Kids Re-serge Center* at your expense and we will re-serge it and ship it back to you at our expense*. We'll even send you packaging material to send it back in. For information contact our customer service department at 503-232-1203 or via email atreserge@carpetsforkids.com

**Free return shipping valid only in the continental US.*

Serge Warranty excludes KiD\$ Value Rugs



Warranty Information:

At the discretion of CEF, we will replace or repair product which proves to be defective in original workmanship or manufacturing that may become evident within the first 12 years from the date of purchase. In order for CEF to honor this warranty, all products must be housed in an environment of controlled temperature and humidity, and the proper guidelines must be followed for care and cleaning.

Exceptions:

- Classroom Chairs Provided by [Spaceforme](#) -Up to 21 years (for detailed information, please ask your sales representative)
- Charging Carts (all components except electrical) -10 years
- Casters (Charging Carts, STEM Carts, Tables)-5 years
- Metal Stools-5 years
- Treated Butcher Block Tops-5 years-Untreated Tops-1 year
- Electrical components on all furniture & charging carts-3 years-Limited lifetime; provided by the surge protector manufacturer.

Surge protectors are designed to sacrifice themselves in order to save equipment connected to them in the event of a power surge. Consequently, a surge protector that has experienced a surge and no longer conducts A/C power has performed its duty protecting connected equipment.

- Dry Erase/Marker board Surface Laminate-1 year
- Articulating, Fixed or Clamp on Mounted Monitor Arms-1 year
- Locks-1 year
- Pneumatic Sit to Stand Height Adjustable Base-1 year
- Glass Table Tops-1 year
- Untreated (Raw, Natural State) Butcher Block Tops-1 year

Exclusions:

CEF warranty does not apply to:

- Normal wear and tear.
- Abnormal or abusive use of product.
- Transit damage caused by freight carriers other than CEF truck and trailer. Please see separate guideline around freight damages.
- Modifications to product that are not approved by CEF engineering.
- Products not assembled properly, used or maintained in accordance with product instructions and care guidelines.

School Specialty

P O Box 1579
Appleton, WI 54912-1579
888-388-3224
FAX 888-388-6344

Bird-In-Hand Woodworks Warranty Statement

Most manufactured wood products sold under the brand names shown below are guaranteed for life against manufacturing defects. (This guarantee does not cover defects resulting from modifications, misuse, abuse, accident, neglect, unauthorized repair, or normal wear and tear.) Please call our toll free number, 1-888-388-3224, and ask for Customer Care. This guarantee is in lieu of all other warranties expressed or implied.

CHILDCRAFT®
Education Corp.

KORNER'S FOR KIDS
abc
Where Education Meets Imagination
Patented

**BIRD-IN-HAND
WOODWORKS™**
LANCASTER, PA



A member of the
School
Specialty
Family

Printed on recycled paper 

QUALITY GUARANTEE

At Children's Factory, we believe in a safe and creative play environment for our children. To keep that vision alive through future generations, we are taking steps to ensure a quality product is being made in a quality work environment. We promise to always make our products as safe, functional and affordable as possible.

WARRANTY

Children's Factory, LLC warrants that all its products will be free of defects and materials in workmanship. This limited warranty does not cover apparent defects caused by abusive or abnormal use of the product, or failures resulting from inadequate inspection and maintenance. For products purchased domestically, Children's Factory may repair or replace, at its option, any portion of the product which proves to be defective under the terms of this limited warranty at no further cost to the buyer. For products shipping to Canada and internationally, the cost of the product will be credited back to the dealer and replacement goods can be purchased with the next order.

EXCEPT FOR THIS EXPRESS WARRANTY, CHILDREN'S FACTORY, LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS COVERED BY THIS AGREEMENT OR ANY AGREEMENT WITH CUSTOMER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, OR AGAINST INFRINGEMENT, CUSTOMER HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST CHILDREN'S FACTORY FOR ANY LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR EXPENSE CAUSED BY THE PRODUCT.

To aid in processing the warranty claim, Dealer will provide proof of defect either as images or actual product. Proof of purchase including copy of purchase order and law tags / labels or date dials from the product. In addition, the original purchase order detail for the items in question is required when submitting a warranty claim. Once all information has been received for the investigation a credit will be issued or the replacement order will ship in a timely manner.

WHAT WARRANTY COVERS	Bean Bag Filler	flattened shredded foam filling only
	Costumes	torn seams or unraveled hems
	Cots	cracked or broken ends, torn mesh bed
	Cover Materials	cracking, tearing, unraveling or split seams
	Cubbies/Bins	cracked or broken
	Dolls/Puppets	split seams
	Metal parts	bent, broken or rusted
	Mirrors	scratched or broken
	Plastic Chairs	cracked or broken
	PlayPanels®	cracked tubes or missing parts
	Sound Sponge® Quiet Divider®	torn fabric
	Table Legs	bent or broken
	trikes and scooters	scratched upon delivery or rusted
	Wood Furniture	cracked or broken

EXCLUDED FROM WARRANTY	Bean Bag Filler	polystyrene beans
	Casters	
	Product Damage	due to improper use or cut by sharp object when package opened by customer
	Upholstery Materials	damaged due to sun/rain or other weather-related exposure

WARRANTY PERIOD		
Active Play	ClassicRider® Trikes	5 years
	Covered Foam-Filled Products	2 years
	Helmets	1 year
	MyRider® Trikes & Bikes	5 years
	Ride-Ons	5 years
	RuggedRider® Trikes	5 years
	SilverRider® Trikes, Wagons & Scooters	5 years
	Taxi Trike	5 years
	Traffic Signs	3 years
Arts & Crafts	Mobile Drying Rack	1 year
	Smocks & Splash Mats	2 years

Classroom Furnishings	Assembled Birch	lifetime against manufacturing defects
	BaseLine® Tables & Chairs	5 years
	Bean Bags (excluding polystyrene beans)	1 year
	Educational Rugs	lifetime against manufacturing defects
	Mirrors	2 years
	MyPosture™ Chairs	10 years
	MyValue™ Table & Chair Sets	5 years
	NaturalWood™ Tables & Chairs	5 years
	Pillows	2 years
	Play Carpets	2 years
	PlayPanels®	2 years
	Sound Sponge® Quiet Dividers®	3 years
	Sound Sponge® Quiet Dividers® Accessories	1 year
	Value Line™ Birch Furniture	lifetime against manufacturing defects
	Value Line™ Furniture	lifetime against manufacturing defects
Value Stack™ Chairs	lifetime against manufacturing defects	
Value Tables	5 years	
Dramatic Play	Costumes	2 years
	Dolls & Puppets	2 years
	Mailbox	5 years
	My Mail Bag Set	1 year
Indoor/Outdoor Play	Activity Cart & Cover	1 year
	Ball Cart & Cover	1 year
	Basketball Stand & Ball Return	2 years
	Kidfetti™	2 years
	Molded Products	5 years
	Sand & Water Tables	2 years
	Science Exploration Table	5 years

Literacy	Technology Tables	lifetime against manufacturing defects
Manual Dexterity	Manual Dexterity	2 years
Nursery	Changing Table - Wood	5 years
	Changing Table Pad	1 year
	Feeding Chair	1 year
PPE/COVID	Face Coverings	Nonreturnable
	Sneeze Guards	1 year limited (against defects in material and workmanship only)
Rest Time	Angels Rest® Blankets & Cot Sheets	1 year
	Cot Activity Panels	3 years
	Cot Activity Table Tops	3 years
	Cot Name Clips	1 year
	Germ-Free Rest Mats	3 years
	Infection Control® Rest Mats	3 years
	Mobile Rest Mat Storage	1 year
	No-Fold Rest Mats	2 years
	Non-Folding Germ-Free Rest Mats	3 years
	Organic Blankets, Cot Sheets & Crib Sheets	1 year
	Rest Mat Sheets	2 years
	SpaceLine™ Cots	10 years
	Super Rest Mat 2"	4 years
	Universal Cot Carrier	3 years
Value Line™ Cot Sheets	1 year	
Value Line™ Cots	10 years	
Storage Solutions	Plastic Storage	2 years
	Storage Trays	1 year
Transportation	Bye Bye Buggy®, Canopy, Infant Seat	3 years
	Bye-Bye® Buggy/Bus Cover	1 year
	Bye-Bye® Bus, Canopy	3 years
	Bye-Bye® Stroller Rain Cover	1 year
	Runabout®	3 years
	Runabout® Stroller Cover	1 year
	SureStop™ Bye-Bye® Stroller	3 years



The Best Warranty You'll Find ...
... and the One You're Least
Likely to Need



CLASSROOM SELECT AND ROYAL SEATING LIMITED LIFETIME WARRANTY



What Does This Warranty Cover?

This warranty covers substantial defects in a Classroom Select or Royal Seating product's material or workmanship, with some exceptions that are stated below.

What Does this Warranty Not Cover?

This warranty does not cover damage, or product failure, from: normal wear and tear, misuse, negligence, acts of god, abuse, accident, vandalism, freight damage, failure to follow instructions, improper installation, failure to perform routine inspection or required maintenance service, transport from one site or location to another, alternations to the product not expressly authorized by School Specialty, or from any causes having an origin other than in the material or manufacture of the product. Also, consequential and incidental damages are not recoverable under this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Some natural variations occurring in polypropylene, laminate, hard plastic or other natural materials are inherent to their character and are not considered defects. The colorfastness and the matching of colors, grains, or textures of these materials are not covered under this warranty. The products are intended for interior use. Exterior use of any of the products voids this warranty.

What is Period of Coverage?

The period of coverage is for as long as the original purchaser owns the product, with the following exceptions:

Product, Material, or Mechanism	Period of Coverage From Date of Purchase
Cafeteria tables: torsion bars and frames	16 Years
Pneumatic seating controls and cylinders, glides, casters, chroming and polymer-based components.	5 Years
Seating control mechanisms, foam, mesh materials and seating.	5 Years
File slides and locks	5 Years
Panel and tackboard textiles and keyboard mechanisms.	5 Years
Laminate surfaces and other covering material.	3 Years

Coverage terminates if you sell or otherwise transfer the product.

What Classroom Select and Royal Seating Products are Included?

All Classroom Select and Royal Seating products purchased from School Specialty on or after January 1st, 2014.

What Will School Specialty Do to Correct Problems?

If the product's material or workmanship is defective, School Specialty will, at its sole discretion, do one of the following:

- replace the product; or
- repair the product on site; or
- repair at the manufactures facility; or
- return the products purchase price-minus depreciation.

If the product is no longer manufactured by Classroom Select or Royal Seating, School Specialty may substitute a comparable product for replacement.

What Will School Specialty Not Do?

If School Specialty takes action to correct a defect, School Specialty will not renew or extend this warranty to a repaired or replaced product. School Specialty will not honor the attempted transfer of this warranty.

How Do You Get Service?

Products believed to be defective must be reported to School Specialty promptly. You should contact your School Specialty representative. If your School Specialty representative is unavailable or unable to provide service you should:

Call 1-888-388-3224 or send a letter to:

School Specialty, Inc.
Attn: Furniture Merchandising
W6316 Design Drive
Greenville, WI 54942

Are There Any Limitations On Other Warranties?

Yes, the period of coverage for implied warranties, including warranties of merchantability and warranties of fitness for a particular purpose, are limited to the same period of coverage of this warranty. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

How Does State Law Apply?

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

We've Got Your Back Lifetime Warranty*

As the manufacturing company, we appreciate you choosing Copernicus. It is important to us that you are happy with your purchase. If you have ANY problems or questions, just give us a call and we will do our best to help you!

Sincerely,



Kaylyn Belcourt, President

About our warranty

Most of us are cynical about warranties because of the poor experiences we have had when making a warranty claim. Whether it's the warranty running out the day something goes wrong, or getting through all the red tape to prove that something indeed falls under warranty, making claims can be painful.

At Copernicus, we try to do things differently. We hope you never need to make a warranty claim, but if you do, we promise to explore every way possible to quickly fix it. It's that simple.

Aside from that, here are a few things you should know about our Lifetime Warranty:

General warranty information

*The only exceptions to our Lifetime Warranty coverage are on whiteboards and the electric lift on our iRover2® Carts. These components are covered with a five-year warranty.

Our products are designed to be used indoors, within a classroom setting. The instruction manual included in the packaging will outline the recommended applications and guidelines for proper use. Warranties are transferable to any educator using the product. If a product is discontinued and parts are no longer available, we will provide a comparable replacement. Please register your product warranty here: www.copernicused.com/warranty

What does lifetime warranty mean?

Lifetime warranties cover the product for as long as it is being used in a school environment.

Do you have missing or defective parts?

Copernicus will ship replacement part(s) at no charge for missing or defective parts. Within 90 days of delivery, unpack and inspect all contents according to the parts list. Report any missing, damaged or defected parts to our Customer Solutions Ninjas (info@copernicused.com / t: 1-800-267-8494).

What is not covered under warranty?

Any damage due to improper installation, use, handling or storage is not covered. For installation and/or service on components or devices being used with our product (i.e.: Projectors or Interactive Boards, etc), contact the dealer you ordered from.

How do I make a warranty claim?

Please let us know if you have already filled out the online warranty registration form or have your packing slip and if possible, assembly instructions available for reference when you call. We may request picture(s) to verify item and parts. You assume responsibility for installation of replacement parts and any associated installation costs if applicable.

About our Whiteboard Replacement Parts Program:

Rather than sending your easel into the landfill, we now sell replacement whiteboards at a heavily reduced cost for all our easels. So when the time comes to retire your whiteboard, we'll help get your easel back up and running in no time—it's a win-win for your classroom and for the environment. Visit copernicused.com/warranty for more information about our whiteboard replacement parts program.

Dukane MSRP Price List July 2021

dukaneav.com

Model	Description	Warranty	MSRP	Lumens	Wgt.	Res	Type
ImagePro Data Video Projectors							
Ultra Short Throw							
8138	XGA, 3800 Lumens, LCD, UST, 0.3:1 (D:W), 16W Aud, RJ45, Wireless Opt, HDMI x2, Up to 6000 Hour Lamp Life (eco)	3 Year	\$ 2,375.00	3800	9.4	1024 x 768 XGA	LCD
6136	XGA, 3600 Lumens, LCD, UST, 0.36:1 (D:W), 20W Aud, RJ45, Wireless Opt, HDMI x 2	3 Year	\$ 2,737.50	3600	12.4	1024 x 768 XGA	LCD
6136M	XGA, 3600 Lumens, LCD, UST, 0.36:1 (D:W), 20W Aud, RJ45, Wireless Opt, HDMI x 2, Incl. Wall Mount	3 Year	\$ 2,987.50	3600	12.4	1024 x 768 XGA	LCD
6135W	WXGA, 3500 Lumens, LCD, UST, 0.36:1 (D:W), 20W Aud, RJ45, Wireless Opt, HDMI x 2	3 Year	\$ 3,237.50	3500	12.4	1280 x 800 WXGA	LCD
6135WM	WXGA, 3500 Lumens, LCD, UST, 0.36:1 (D:W), 20W Aud, RJ45, Wireless Opt, HDMI x 2, Incl. Wall Mount	3 Year	\$ 3,487.50	3500	12.4	1280 x 800 WXGA	LCD
Short Throw							
8230W	WXGA, 3000 Lumens, LCD, Short Throw, 0.4:1 (D:W), (2) HDMI, Network, HDCR/Accentualizer	5 Year	\$ 1,987.50	3000	8.2	1280 x 800 WXGA	LCD
Value Classroom Series							
6445X	XGA, 4500 Lumens, LCD, 1.5-1.8:1 (D:W), 10,000/20,000 Hr Lamp, 16W Speaker, RJ-45, Wireless Opt, HDMI x2	3 Year	\$ 1,475.00	4500	7.1	1024 x 768 XGA	LCD
6442W	WXGA, 4200 Lumens, LCD, 1.4-1.6:1 (D:W), 10,000/20,000 Hr Lamp, 16W Speaker, RJ-45, Wireless Opt, HDMI x2	3 Year	\$ 1,625.00	4200	7.1	1280 x 800 WXGA	LCD
Classroom & Conference Room							
6545X	XGA, 4500 Lumens, LCD, 1.3-2.2:1 (D:W), 10,000/20,000 Hr Lamp, 16W Speaker, RJ-45, Wireless Opt, HDMI x2	3 Year	\$ 2,012.50	4500	7.1	1024 x 768 XGA	LCD
6542W	WXGA, 4200 Lumens, LCD, 1.2-2.1:1 (D:W), 10,000/20,000 Hr Lamp, 16W Speaker, RJ-45, Wireless Opt, HDMI x2	3 Year	\$ 2,012.50	4200	7.1	1280 x 800 WXGA	LCD
8940WL	WXGA, 4000 Lumens, Laser-LCD, 1.5-1.8:1 (D:W), Up To 40,000 Hour Light Source, HDMI x2	5 Year	\$ 2,737.50	4000	7.9	1280 x 800 WXGA	LCD
6538WUC	WUXGA, 3800 Lumens, LCD, 1.2-2.0:1 (D:W), 10,000 Hr Lamp, 16W Speaker, RJ-45, Wireless Opt, HDMI x 2	3 Year	\$ 1,987.50	3800	7.7	1920 x 1200 WUXGA	LCD
6540U	WUXGA, 4000 Lumens, LCD, 1.2-2.0:1 (D:W), 10,000/20,000 Hr Lamp, 16W Speaker, RJ-45, Wireless Opt, HDMI x2	3 Year	\$ 2,582.50	4000	7.1	1920 x 1200 WUXGA	LCD
Collegiate Series							
6647W	WXGA, 4700 Lumens, LCD, 1.2-2.1:1 (D:W), Lens Shift, 20W Speaker, RJ-45, Wireless Opt, HDMI x 2, HDBaseT	3 Year	\$ 3,812.50	4700	10.6	1280 x 800 WXGA	LCD
6652WSSB	WXGA, 5200 Lumens, Laser-Phosphor, LCD, 1.2-2.0:1 (D:W), Lens Shift, 20W Speaker, Network, HDBase-T, HDMI x 2	5 Year	\$ 5,425.00	5200	21.3	1280 x 800 WXGA	LCD
6645WL	WXGA, 4500 Lumens, Laser-Phosphor, LCD, 1.2-2.0:1 (D:W), Lens Shift, 20W Speaker, Network, HDBase-T, HDMI x 2	5 Year	\$ 4,487.50	4500	20.7	1280 x 800 WXGA	LCD
6645UL	WUXGA, 4500 Lumens, Laser-Phosphor, LCD, 1.2-2.0:1 (D:W), Lens Shift, 20W Speaker, Network, HDBase-T, HDMI x 2	5 Year	\$ 4,950.00	4500	20.7	1920 x 1200 WUXGA	LCD
6655W	WXGA, 5500 Lumens, LCD, 1.2-2.1:1 (D:W), Lens Shift, 20W Speaker, RJ-45, Wireless Opt, HDMI x 2, HDBaseT	3 Year	\$ 4,497.50	5500	10.6	1280 x 800 WXGA	LCD
8945WU	WUXGA, 4500 Lumens, LCD, 1.3-2.1:1 (D:W), (2) HDMI, Network,	3 Year	\$ 1,987.50	4500	14	1920 x 1200 WUXGA	LCD
6647WU	WXGA, 4700 Lumens, LCD, 1.1-2.0:1 (D:W), Lens Shift, 20W Speaker, RJ-45, Wireless Opt, HDMI x 2, HDBaseT	3 Year	\$ 4,497.50	4700	10.6	1920 x 1200 WUXGA	LCD
8950WUSS	WUXGA, 5000 Lumens, Laser-Phosphor, LCD, 1.3-2.1:1 (D:W), Network, 20,000 Hour Light Source, White	5 Year	\$ 5,600.00	5000	16.8	1920 x 1200 WUXGA	LCD
8965WUSS	WUXGA, 5000 Lumens, Laser-Phosphor, DLP, 1.15-1.9:1 (D:W)Lens Shift, Network, HDBase-T, 20,000 Hour Light Source, White	5 Year	\$ 5,737.50	5000	23	1920 x 1200 WUXGA	DLP
6652WUSSB	WUXGA, 5200 Lumens, Laser-Phosphor, LCD, 1.2-2.0:1 (D:W), Lens Shift, 20W Speaker, Network, HDBase-T, HDMI x 2	5 Year	\$ 6,837.50	5200	21.3	1920 x 1200 WUXGA	LCD
6655WU	WUXGA, 5500 Lumens, LCD, 1.1-2.0:1 (D:W), Lens Shift, 20W Speaker, RJ-45, Wireless Opt, HDMI x 2, HDBaseT	3 Year	\$ 5,337.50	5500	10.6	1920 x 1200 WUXGA	LCD
6660WUSSB	WUXGA, 6000 Lumens, Laser-Phosphor, LCD, 1.2-2.0:1 (D:W), Lens Shift, 20W Speaker, Network, HDBase-T, HDMI x 2	5 Year	\$ 8,900.00	6000	21.3	1920 x 1200 WUXGA	LCD
6650QL	4K 3840x2160 UHD, 5000 Lumens, Laser/DLP, 1.127-1.697:1 (D:W), Lens Shift, 10W Speaker, HDBaseT, HDMI x2	5 Year	\$ 10,362.50	5000	25.4	3840x2160 UHD	DLP
Installation Series (optional lens capability)							
6790	XGA, 9000 Lumens, LCD, Lens Shift, Network, HDBT In/Out, HDMI x 2, Display Port, Lens Sold Separately	3 Year	\$ 8,900.00	9000	22.5	1024 x 768 XGA	LCD
6790-L	XGA, 9000 Lumens, LCD, 1.3-3.02:1 (D:W), Lens Shift, Network, HDBT In/Out, HDMI x 2, Display Port, NP41ZL Lens Included	3 Year	\$ 9,450.00	9000	22.5	1024 x 768 XGA	LCD
6785W	WXGA, 8500 Lumens, LCD, Lens Shift, Network, HDBT In/Out, HDMI x 2, Display Port, Lens Sold Separately	3 Year	\$ 9,262.50	8500	22.5	1280 x 800 WXGA	LCD
6785W-L	WXGA, 8500 Lumens, LCD, 1.3-3.02:1 (D:W), Lens Shift, Network, HDBT In/Out, HDMI x 2, Display Port, NP41ZL Lens Included	3 Year	\$ 9,762.50	8500	22.5	1280 x 800 WXGA	LCD
8975WUA	WUXGA, 5000 Lumens, LCD, 1.5-3.0:1 (D:W), HDBase-T, (2) HDMI, Network, Opt. Lenses, Accentualizer	3 Year	\$ 6,237.50	5000	20.3	1920 x 1200 WUXGA	LCD
6752WU	WUXGA, 5200 Lumens, LCD, Lens Shift, RJ-45, Wireless Opt, HDMI x 2, Display Port, HDMI Out, Lens Sold Separately	3 Year	\$ 6,487.50	5200	18.5	1920 x 1200 WUXGA	LCD
6765WU	WUXGA, 6500 Lumens, LCD, Lens Shift, Network, HDBT In/Out, HDMI x 2, Display Port, Lens Sold Separately	3 Year	\$ 10,712.50	6500	22.5	1920 x 1200 WUXGA	LCD
6765WU-L	WUXGA, 6500 Lumens, LCD, 1.3-3.02:1 (D:W), Lens Shift, Network, HDBT In/Out, HDMI x 2, Display Port, NP41ZL Lens Included	3 Year	\$ 11,275.00	6500	22.5	1920 x 1200 WUXGA	LCD
6780WU	WUXGA, 8000 Lumens, LCD, Lens Shift, Network, HDBT In/Out, HDMI x 2, Display Port, Lens Sold Separately	3 Year	\$ 12,262.50	8000	22.5	1920 x 1200 WUXGA	LCD
6780WU-L	WUXGA, 8000 Lumens, LCD, 1.3-3.02:1 (D:W), Lens Shift, Network, HDBT In/Out, HDMI x 2, Display Port, NP41ZL Lens Included	3 Year	\$ 12,837.50	8000	22.5	1920 x 1200 WUXGA	LCD
6770UL	WUXGA, 7000 Lumens, Laser-Phosphor, LCD, Lens Shift, Network, HDBT In/Out, HDMI x 2, Display Port, Lens Sold Separately	5 Year	\$ 14,612.50	7000	39.7	1920 x 1200 WUXGA	LCD
6770UL-L	WUXGA, 7000 Lumens, Laser-Phosphor, LCD, Lens Shift, Network, HDBT In/Out, HDMI x 2, Display Port, Lens included	5 Year	\$ 15,162.50	7000	39.7	1920 x 1200 WUXGA	LCD
Professional Series (optional lens capability)							
6782UL	WUXGA, 8200 Lumens, Laser/LCD, Lens Shift, HDBT In/Out, HDMI x2, Lens Sold Separately, White Chassis	5 Year	\$ 20,912.50	8200	53.1	1920 x 1200 WUXGA	LCD
6782UL-B	WUXGA, 8200 Lumens, Laser/LCD, Lens Shift, HDBT In/Out, HDMI x2, Lens Sold Separately, Black Chassis	5 Year	\$ 20,912.50	8200	53.1	1920 x 1200 WUXGA	LCD
6782UL-L	WUXGA, 8200 Lumens, Laser/LCD, Lens Shift, HDBT In/Out, HDMI x2, NP41ZL Lens Included, White Chassis	5 Year	\$ 21,475.00	8200	56	1920 x 1200 WUXGA	LCD
6782UL-B-L	WUXGA, 8200 Lumens, Laser/LCD, Lens Shift, HDBT In/Out, HDMI x2, NP41ZL Lens Included, Balck Chassis	5 Year	\$ 21,475.00	8200	56	1920 x 1200 WUXGA	LCD
6710UL	WUXGA, 10,000 Lumens, Laser/LCD, Lens Shift, HDBaseT, 4K ready, Lens Sold Separately, White	5 Year	\$ 32,087.50	10000	50	1920 x 1200 WUXGA	LCD
6710UL-B	WUXGA, 10,000 Lumens, Laser/LCD, Lens Shift, HDBaseT, 4K ready, Lens Sold Separately, Black	5 Year	\$ 32,087.50	10000	50	1920 x 1200 WUXGA	LCD
6710UL-L	WUXGA, 10,000 Lumens, Laser/LCD, Lens Shift, HDBaseT, 4K Ready ,NP41ZL Lens Included, White	5 Year	\$ 32,625.00	10000	50	1920 x 1200 WUXGA	LCD
6710UL-B-L	WUXGA, 10,000 Lumens, Laser/LCD, Lens Shift, HDBaseT, 4K Ready, NP41ZL Lens Included, Black	5 Year	\$ 32,625.00	10000	50	1920 x 1200 WUXGA	LCD
6820UL	WUXGA, 20,000 Lumens, Laser/DLP, Lens Shift, Network, HDBaseT, Lens Sold Separatley, Black Chassis	5 Year	\$ 69,350.00	20000	119	1920 x 1200 WUXGA	DLP
6820UL-L	WUXGA, 20,000 Lumens, Laser/DLP, Lens Shift, Network, HDBaseT, NP47ZL Lens Included, Black Chassis	5 Year	\$ 77,325.00	20000	119	1920 x 1200 WUXGA	DLP

Warranty varies and is listed on the price list per each item.

Dukane MSRP Price List July 2021

dukaneav.com

Model	Description	Warranty	MSRP	Lumens	Wgt.	Res	Type
4K UHD models (optional lens capability)							
68100-4KSS	4K, 10,000 Lumens, Laser/DLP, Lens Shift, Network, HDBaseT, No Lens Included, White Chassis	5 Year	\$ 39,712.50	10000	63.9	4096 x 2160	4K UHD DLP
68100-4KSSB	4K, 10,000 Lumens, Laser/DLP, Lens Shift, Network, HDBaseT, No Lens Included, Black Chassis	5 Year	\$ 39,712.50	10000	63.9	4096 x 2160	4K UHD DLP
68100-4KSS-L	4K, 10,000 Lumens, Laser/DLP, Lens Shift, Network, HDBaseT, w/ Lens 1.7-2.3:1, White Chassis	5 Year	\$ 44,162.50	10000	63.9	4096 x 2160	4K UHD DLP
68100-4KSSB-L	4K, 10,000 Lumens, Laser/DLP, Lens Shift, Network, HDBaseT, w/ Lens 1.7-2.3:1, Black Chassis	5 Year	\$ 44,162.50	10000	63.9	4096 x 2160	4K UHD DLP
PRG-UNV	Peerless Universal Projector Mount w/ Precision Gear (black), 50 lb load capacity		\$ 347.50				

Important Notice: Dukane ImagePro Projectors must be used with Dukane approved lamps. Use of a non-Dukane lamp may cause internal damage and will void the projector warranty.

Visual Presenters & Cameras

DVP510	Visual Presenter, 1080P, 20x (10x optical, 2x sensor zoom), 30fps, IR Remote, HDMI (in/out)	5 Year	\$ 2,862.50				
150	Portable, Articulating arm, USB2.0, 8MP, Auto Focus, LED light, PC, 1080p	1 Year	\$ 312.50				
250	Camera, 8 MP, Joint arm, Auto Focus, LED lights, Mic, 1080p, HDMI, VGA, USB, SD card slot	1 Year	\$ 562.50				
336C	Goose Neck, 4K UHD resolution, 30fps, Auto Focus, HDMI output and pass through, USB, 30x zoom, built in annotation	5 Year	\$ 1,237.50				
446A	Goose Neck, 1080p, 20x Zoom (10x optical zoom, 2x sensor zoom), 30 fps, Auto Focus, IR Remote, RS232, USB, HDMI (in/out)	5 Year	\$ 1,612.50				
WC350	Web Cam, High Definition, Built in Microphone, Plug & Play USB	1 Year	\$ 225.00				

Interactive Touch Panels

10010173	i3TOUCH ES - 4k IFP Display 75", IR 20 Point Touch, Includes Wall Mount & Two Stylus Pens	5 Yr EDU	\$ 6,487.50				
10010172	i3 TOUCH ES - 4kIFP Display, 86", IR 20 Point Touch, Includes Wall Mount & Two Stylus Pens	5 Yr EDU	\$ 8,237.50				
10010225	i3 TOUCH ES - 4kIFP Display, 98", IR 20 Point Touch, Includes Wall Mount & Two Stylus Pens	5 Yr EDU	\$ 29,187.50				
10010068	i3 TOUCH EX Std Series - 4k IFP Display, 65",IR 20 Point Touch, Includes Wall Mount, WiFi Dongle, USB-C, & Stylus Pens	8 Yr EDU	\$ 5,812.50				
10010067	i3 TOUCH EX Std Series - 4k IFP Display, 75",IR 20 Point Touch, Includes Wall Mount, WiFi Dongle, USB-C, & Stylus Pens	8 Yr EDU	\$ 8,637.50				
10010066	i3 TOUCH EX Std Series - 4k IFP Display, 86",IR 20 Point Touch, Includes Wall Mount, WiFi Dongle, USB-C, & Stylus Pens	8 Yr EDU	\$ 10,812.50				
10010264	i3 TOUCH EX Std Series, 4k IFP Display, 65", IR 20 Point Touch, Includes all EX series options, no HDMI output	8 Yr EDU	\$ 5,487.50				
10010263	i3 TOUCH EX EDU Series, 4k IFP Display, 75", IR 20 Point Touch, Includes all EX series options, no HDMI output	8 Yr EDU	\$ 7,837.50				
10010262	i3 TOUCH EX EDU Series, 4k IFP Display, 86", IR 20 Point Touch, Includes all EX series options as well as 3licences LH (3y)	8 Yr EDU	\$ 10,237.50				

Overhead Projectors

SF3010	Starfire Portable Overhead Projector - 3000 Lumens	5 Year	\$ 747.50				
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Audio Products: Speaker Systems, Microphones

SM400	Sound Masking System: (4) Loudspeakers, Amplifier/Noise Generator, Installation Parts	1 Year	\$ 1,237.50				
WMIC1A	Wireless (RF) Microphone System; includes mic, wireless transmitter, receiver and battery charger. Extremely flexible solution with standard 3.5mm connections and 120 channels.	1 Year	\$ 447.50				
WMIC2C	Wireless (RF) Microphone System; includes lapel mic, wireless transmitter, battery charger and speaker unit. Receiver and 30W amp built into speaker unit which can easily attach to extension column of projector mount. 20 channels.	1 Year	\$ 612.50				
13700028	Audio Adapter for WMIC2/A/B		\$ 30.00				

iPad/Tablet & Chromebook/Netbook Compatible Products: Carts, Cases, Stands

Carts & Cabinets							
MCC3A	Secure Chromebook/netbook charge cart holds 36 devices, built-in timer, advanced cable management		\$ 3,237.50				
MCC10	Secure iPad/tablet charge cart holds 30 iPad's or tablets, charge only		\$ 1,287.50				
CCTK1	Timer Kit for MCC10, MCC10A, MCC10B: Dual Program, Two Outlet Digital Timer with Power Cord		\$ 172.50				
Cases (iPad cases are available in various colors. Call for availability.)							

Model	Description	Warranty	MSRP	Lumens	Wgt.	Res	Type
Rugged Series with Rotating Stand Case for iPad							
185-8A	Rugged with Rotating Stand Case for the iPad Air - Black		\$ 75.00				
185-8A2	Rugged with Rotating Stand Case for the iPad Air 2 - Black		\$ 75.00				
185-8M	Rugged with Rotating Stand Case for the iPad mini/2/3 - Black		\$ 55.00				
185-8M4	Rugged with Rotating Stand Case for the iPad mini 4 - Black		\$ 55.00				
185-8N97	Rugged with Rotating Stand Case for the iPad New 9.7 - Black		\$ 75.00				
185-102	Rugged with Rotating Stand Case for the new iPad 10.2" Screen Size - Black		\$ 75.00				
185-8P105	Rugged with Rotating Stand Case for the iPad Pro 10.5 - built-in screen protector - Black		\$ 75.00				
Heavy Duty Series Case for iPad							
185-3A2	Heavy Duty iPad Case for iPad Air 2 - built-in screen protector - Black/Black		\$ 95.00				
185-3P97	Heavy Duty iPad Case for iPad Pro 9.7 - built-in screen protector - Black/Black		\$ 95.00				
185-3M4	Heavy Duty iPad Case for iPad mini 4 - built-in screen protector - Gray/Black		\$ 75.00				
Classroom Series Sleeve for Netbook							
195-111	Classroom Series Soft Sided Sleeve for Netbooks 11" - Black		\$ 45.00				
195-113	Classroom Series Soft Sided Sleeve for Netbooks 13" - Black		\$ 47.50				
195-111H	Classroom Series Soft Sided Sleeve with Handle for Netbooks 11" - Black		\$ 45.00				
195-113H	Classroom Series Soft Sided Sleeve with Handle for Netbooks 13" - Black		\$ 47.50				
Stands, Keyboards & More							
555-2	Wired Keyboard for iPad - 30 Pin	1 Year	\$ 45.00				
HS10	Wired 4-band 3.5mm Over-ear Headset with Microphone and Volume Control for iPads/Chromebooks	1 Year	\$ 37.50				
HS11	Wired Dual 3-band 3.5mm Over-ear Headset with Microphone and Volume Control for Laptops/Desktops	1 Year	\$ 47.50				
HS12	Wired USB Over-ear Headset with Microphone and Volume Control for Laptops/Desktops	1 Year	\$ 62.50				

Red text indicates new product
 Closeout or Sale Price - Limited Time Only - Available while supplies last.

Prices and specifications subject to change without notice
 Colored iPad cases may require a minimum order of 100 cases
 Colored iPad cases are not returnable
 iPad is trademark of Apple Inc.

Sales Contact - Scott Doornbos	
Phone	(800) 269-9715
Email	sdoornbos@dukane.com

Contact the Service Department	
Phone	(800) 676-2487
Fax	(630) 584-5156
Email	avservice@dukane.com



This warrantee will begin at the time of substantial completion of the job.

Products are guaranteed against material defect and/or faulty workmanship from plant for the lifetime of the product. During this period Diversified Woodcrafts will replace or repair, at its discretion, any product that upon inspection, exhibits defects in material or workmanship. This warranty shall include the costs of replacement parts or materials, but does not include labor, or shipping costs for such. This warranty doesn't cover damage in transit or damage caused by misuse, abuse or faulty installation, color grain or texture of wood or other covering materials. No other warranty is expressed or implied.

Thank you.

A handwritten signature in black ink, appearing to read "Edward Surowiec", written in a cursive style.

Edward Surowiec
Contract Administrator
Diversified Woodcrafts, Inc
877-348-9663 x 183
920-842-5420 (fax)
esurowiec@diversifiedwoodcrafts.com
WWW.diversifiedwoodcrafts.com

Warranty Information



10-YEAR COVERAGE

- Metal chair frames
- Fiberglass products: booth seats, chair seats, tables
- Steel supports: booth frames, cored steel, structural steel
- Solid surfaces: counter tops, tray slides

5-YEAR COVERAGE

- Chairs: plastic, polypropylene, wood (PER MANUFACTURER'S WARRANTY)
- Electronics: television, DVD players (PER MANUFACTURER'S WARRANTY)
- Lighting components
- Powder coat, paints, stains: powder coat finishes, painted wood/substrates, stained wood
- Fabric/upholstery products: booth seats, chair seats, booth backs, settees
- Art & signage: substrates, graphics
- Hardware: swivel mechanisms, pulls/handles, hinges
- Laminated products: tables, trash units, counter tops, half walls, edgebanding
- Misc. metal components: metal cutouts, queue line railings, decorative railings

2-YEAR COVERAGE

- Chair & booth glides*
- Casters*

*Warranty applies only to chair & booth glide and caster structural failure, see section V, paragraph 5 of contract.

We stand behind our products.

Guaranteed 10-year warranty on metal chairs, fiberglass products, steel supports and solid surfaces in schools.

WE SIMPLIFY THE COMPLICATED.

Education division limited warranty. EIS warrants that the products sold will be free from material defects in workmanship and materials under normal use and service. There is no warranty in cases of negligence, abuse, abnormal usage, misuse, accidents, damage due to environmental or natural elements, failure to follow EIS's instructions or improper installation, storage, or maintenance.



WARRANTY INFORMATION

In today's high-stakes marketplace and state-of-the-art technology, seating solutions must be available quickly and reliably. The following information applies to the Eurotech line:

The Eurotech Seating Limited Lifetime Warranty

For all products except for 24/7 chairs (see below), Eurotech warrants to the original purchaser all components for the life of the product with the exception of upholstery and foam, which will be warranted for five years.

For 24/7 chairs, Eurotech warrants to the original purchaser of all 24/7 chairs all components for 5 years with the exception of upholstery and foam which will be warranted for 2 years.

Eurotech warrants to the original purchaser that all parts will be free from material defects. Eurotech will repair or replace, at its option, any unaltered components.

Eurotech does not warrant any aftermarket hardware that is installed on the product. This warranty is made as of 10/01/2017.

Eurotech's warranty is limited to the normal use of the product in a forty hour work week and a 275 lb. weight limit unless otherwise noted.

Eurotech shall NOT be liable for consequential or incidental damage arising from any product defect.

Eurotech's warranty is limited to replacement or repair and does not cover cost of transportation and labor. There are no other warranties expressed or implied other than those specifically described. Proof of purchase is required to validate this warranty.

Eurotech does not warrant customer's own material.

L U M E R E C A L L I N F O R M A T I O N

For information on the Lume chair recall, visit www.lumechair.com/recall.

Q U I C K S H I P

Eurotech guarantees to stay ahead of your needs by inventorying over 60,000 chairs at all times. We will guarantee to ship orders within 24 hours:

Customer must be cleared for credit approval

Orders must be received during normal business hours of 9 a.m. - 5 p.m. EST

Monday - Friday, excluding holidays

Chairs must be in-stock at time of order

Non-shipment due to acts of God are not covered under this guarantee



FABRIX SHIPMENTS

Fabrix by Eurotech will ship any of the 32 Fabrix chairs in your choice of 215 fabrics in 7 working days. If you have any question or comments about our shipping, you can contact us at customerservice@raynorgroup.com.

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

Everlast Climbing Industries, Inc.,
5522 Lakeland Avenue North, Minneapolis, MN 55429
Phone: (651) 665-9131 Toll Free: (800) 476-7366

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.

FIELD CONTROLS, LLC WARRANTY STATEMENT

Limited Warranty

Field Controls, LLC (“Company”) warrants that its products shall be free from defects in material and workmanship under normal use for the limited period indicated, **from the date of installation, subject to the provisions 1-8 below.**

Eighteen (18) months

All Field Controls Products (except for those listed below as Two Years, Five years and Ten Years). One (1) Year UV lamps/bulbs

Ninety (90) Days

UV lamps/bulbs

One (1) Year

TRIO Plus

TRIO Pro

Two (2) Years

Humidifiers

Flue Sentinel® Chimney Dampers

TRIO Portable

Five (5) Years

Field Controls Direct Vent Systems (FDVS), Field Oil Vent Kits (FOVP), and ComboVents (CV) Commercial PRO-Cell™ (Cube, Pro-Cell2424-P, Pro-Cell1224-P and ProCellXXYY-P)

HRV/ERV Systems

Ten (10) Years

Fresh Air Dampers

Healthy Home System™ Controls

Media Air Cleaners

UV Air Purifiers

Fifteen (15) Years

VentCool™ Whole House Fans (WHF) – Tahoe, Summit S-Class, Summit & Vista Series

Warranty applies only to Original Purchaser/Owner of Home

Owner Proof of Purchase Receipt Required

One (1) Year WHF Controls

Provisions:

1. During the limited warranty period, Company, or its authorized service representative, will repair or replace, at Company's option, without charge, a defective Product. Product that is repaired may be repaired with new or refurbished replacement parts. Product that is replaced may be replaced with a new or refurbished product of the same or similar design. Company will return repaired or replacement Product to customer in working condition. Labor charges are not covered as part of the limited warranty.

2. With regard to UV lamps/bulbs, customer shall be required to include a “valid proof of purchase” (sales receipt) identifying the Product purchased (Product model or accurate date code information) and the date the Product(s) was purchased.

3. Product whose warranty/quality stickers, Product serial number plates or electronic serial numbers have been removed, altered or rendered illegible shall not be covered under the limited warranty.

4. Defective Product must be returned to Company, postage prepaid.

5. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, INABILITY TO USE PRODUCT, OR OTHER ASSOCIATED EQUIPMENT, THE COST OF SUBSTITUTE EQUIPMENT, AND CLAIMS BY THIRD PARTIES) RESULTING FROM THE USE OF PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

6. THIS WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, EXPRESS, STATUTORY OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Company makes no warranty of any kind in regard to other manufacturer's products distributed by Company. Company will pass on all warranties made by the manufacturer and where possible, will expedite the claim on behalf of the customer, but ultimately, responsibility for disposition of the warranty claim lies with the manufacturer.

8. Product that has been subjected to misuse, accident, shipping or other physical damage, improper installation or application, abnormal operation or handling, neglect, fire, water or other liquid intrusion are not covered by the warranty.



Fire King File Warranty

If a mechanical or operable part of the Fire King record container malfunctions or breaks down during normal use, Fire King, will at its option, repair or replace such part FREE as long as the original purchaser owns the product. Associated labor costs for the repair or replacement of these parts will be paid by Fire King for two (2) years from the date of purchase (with authorization in advance). In addition, in the event that a Fire King file is damaged in a fire, at any time while in the possession of the original purchaser, Fire King will replace the cabinet free of charge, and ship it freight collect to the original owner.

Warranty service is available by contacting your retail seller, or by contacting Fire King International Inc., 101 Security Parkway, New Albany, IN 47150. Fire King reserves the right to have its representative inspect any product or part to honor any claim, and to receive a purchase receipt or other proof of original purchase before warranty service is performed.

This warranty is limited to the terms stated herein. All expressed and implied warranties including the warranties of merchantability and fitness for a particular purpose are excluded, except as stated above. Fire King disclaims all liabilities for incidental or consequential damages resulting from the use of this product, or arising out of any breach of this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights as well, which will vary from state to state.



Warranty On Printed Rugs

All Rugs Come With A Useful Life Limited Wear Warranty (See Below For Details)*

*Flagship Warrants That Its Rugs Will Lose No More Than 10% Of The Yarn During The Useful Life Of The Rug Commencing At The Time Of Purchase. Flagship Warrants Abrasive Wear Only. This Warranty Does Not Cover Tears, Burns, Pulls, Cuts, Pilling, Matting, Or Damage Due To Improper Use Or Improper Cleaning Agents Or Methods, Nor Does It Cover Rugs On Stairs Or Outside Areas

Warranty On Serging: Three Month Limited Warranty For Manufacturer Defects Only (See Below For Details)*

***Warranty On Serging (Yarn Around The Edges) Of Rugs:** 100% Of Cost Within Three Months; If The Serging Around The Rug Begins To Frey (Get Fuzzy), Use A Lighter To Melt The Freying Back Into The Serging. If The Yarn From The Serging Is Completely Exposed, Cut The Yarn Close To The Rug And Then Use A Lighter.. Warranty Does Not Apply To Improper Maintenance Or Neglect

Beyond 3 Months, Carpet Can Be Returned At Customer Cost And Serge Repaired At No Additional Cost.

It Is Extremely, Important To Follow The Points Listed Below:

*Do Not Drag Furniture Across The Serging, It Will Cause Damage To The Rug

*Do Not Allow Children To Pull The Serging

*Please Instruct The Cleaning Department To Roll Up The Rug And Set Aside Before Cleaning The Floor; Any Hard Surface Cleaning Equipment Will Cause The Serging To Become Damaged And Will Void All Warranties

Returns

Labor Allowance: We Will Not Be Responsible For Any Labor Costs Involved In Any Returns

Re-stocking Fee: 20% Restocking Fee Plus Freight Cost. Fees Apply To Those Orders That Were Ordered In Error By End User Or Distributor. For Example, Wrong Color, Size, And/or Style. Flagship Will Not Charge The 20% Fee For Exchanges

Time Limitations On Returns From Date Received: 5 Days

Returns On Items Classified As Seconds: No Returns Or Claims

No Returns On Used Carpet Or Rugs For Any Reasons Unless There Is A Warranty Issue

Determination Of Credit Will Not Be Determined Until Final Inspection By Flagship

FOR ANY PROBLEMS, DO NOT CONTACT FLAGSHIP; CONTACT YOUR SUPPLIER



Lifetime Warranty

Products manufactured by Fōmcore are warranted to be free of defects in material and workmanship under normal use for the lifetime of the product. Product must be properly cared for, maintained and in use by its original owner. Under the warranty, the obligation of Fōmcore is limited to the repair or replacement of such furniture. Damage in transit or by negligence, abuse, abnormal usage, misuse, accidents or alterations nullifies the warranty.

As Buyer's sole remedy under this warranty, Fōmcore, at its option, will repair or replace damaged parts at no charge to the original owner of record provided the replacement or return has previously been authorized by Fōmcore under terms of this warranty. Normal aging and wear of fabrics, filling materials, and finishes are excepted from this warranty. Any labor charges incurred will be at the Buyer's expense. It is expressly agreed that this remedy of repair, replacement or credit, at Fōmcore's option, is Buyer's exclusive remedy under this warranty. In no event shall Seller be liable for consequential damages.



Guarantee Statement

All Ghent products are manufactured to provide reliable service. Quality and performance are hallmarks of our company. Ghent products are guaranteed to be free from defects in material and workmanship. If any product fails to perform under normal use Ghent will replace it.

Writing and tack surfaces of Ghent whiteboards, chalk boards and tack surfaces are guaranteed for varying terms depending on the surface materials:

- ❖ Harmony Glass Markerboards, Porcelain Whiteboards, Proma Projection Whiteboards and Image Trim Whiteboards series surfaces are guaranteed for 50-years.
- ❖ Spectra Whiteboards and Phantom Line Markerboard surfaces are guaranteed for 20-years.
- ❖ Acrylate Whiteboard and Duroslate Chalkboard series, the Nexus Series of Collaboration Furniture Products, Horizontal Slider boards, Cintra Series of whiteboards and Corkboards, Visual PC, and conference Cabinet board surfaces are guaranteed for 10-years.
- ❖ Enclosed Message Center Bulletin and Letterboards and Presentation Easels are guaranteed for 5-years.
- ❖ DecoVue Snap Poster Frame Boards, Nexus Tablets, Monthly Planners, Hold-Up and TrapEase Display Rails along with all Display Easels are guaranteed for 1-year against defects in material and workmanship.

For question or claims regarding any Ghent product contact Ghent Customer Service at 800-543-0550 Monday thru Friday 8:00 AM to 5:00 PM EST.

Limited Lifetime Warranty

**Don't Worry.
We've Got You Covered.**



Warranty

Offices To Go® warrants its products to be free from defects in material and workmanship subject to the limitations below. This warranty is made by Offices To Go® only to original end-user customers acquiring the product directly from authorized Offices To Go® dealers. The customer's sole remedy under this warranty is limited to repair or replacement at Offices To Go®'s option. Consent from Offices To Go® must be obtained before any warranty work is performed. This warranty shall not apply to any products which must be replaced due to normal wear and tear, negligence, abuse or "accident", shipping damage or product use other than in accordance with written instructions or warnings. It will also not apply when a product has been modified or altered, repaired or refurbished by someone other than Offices To Go®. This warranty does not cover the cost of transportation or labor. Offices To Go® can make no warranty that any of its products are suitable for any particular purpose and can make no other warranties, expressed or implied. In no event shall Offices To Go® be liable in either tort or contract for any loss or direct, special, incidental, consequential or exemplary damages.

This warranty is not valid if the products are used for rental purposes.

Under this warranty, claims must be made within the following periods from the original date of purchase:

- (a) non-moving parts are warranted for five years;
- (b) drawers, slides, leveling glides, locks, and other moving parts are warranted for two years;
- (c) gas cylinders, mechanisms, and other moving parts are warranted for two years;
- (d) upholstery materials and foam are warranted for two years.

Desking and Tables warranty is based on an eight hour, single shift workday. Seating Warranty is based on an eight hour, single shift work day for users weighing up to 250 pounds. NOTE: Select light duty stacking chairs; OTG11696, and OTG11697, are warranted for users weighing up to 200 pounds.

Exception

Height adjustable bases ([OTGHABASE2](#)) electric motors, controllers and moving parts are warranted for 5 years. Height adjustable base warranty is based on an eight hour, single shift work day and maximum lifting capacity of 220lbs.



Warranty

Global Warranty Information

A History of Success

Founded in Canada in 1966, The Global Group is one of the largest manufacturers and marketers of quality business furniture in the world. Our facilities include more than 40 just-in-time manufacturing and product assembly plants, plus offices, showrooms and distribution facilities.

Customer service is the cornerstone of our continued success and the reason why the Global choice is often the first choice for office furniture solutions by clients the world over.

Ergonomics

Global manufactures an extensive selection of office furniture in the areas of seating, files and storage, casegoods, panels and computer accessories. The people at Global are proud to bring you office furniture manufactured with ergonomic features integrated into every product in order to help build a healthy, comfortable and productive work environment.

ISO 9000

At Global, we continue to set the highest quality product standards. Registration to ISO 9000, the international standard for quality systems is just one example of our longstanding promise to manufacture office furniture that is built to work better and last longer.

Research and Development

The Global Group is one of the very few business furniture companies worldwide to maintain an in-house testing laboratory. The testing laboratory and its support programs certify our components and finished products. Global certified office furniture products meet, and often exceed industry and government standards.

The Environment

At Global we're proud of our pledge to maintain a clean environment. We have long established environmental programs throughout our plants and offices to sustain our 'earth friendly' commitment. The people at Global take every opportunity to Reduce, Reuse and Recycle.

ISO 14001

At Global we're proud to say we're ISO 14001 registered. ISO 14001 is the benchmark international standard for the implementation and operation of an environmental management system. Certification requires a commitment to continuously improve practices that protect the environment.

Limited Lifetime Warranty

Global warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original purchaser. Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. For detailed conditions, refer to the current Global Price List.

This warranty covers the following product categories.

1. General Seating
2. Filing

3. Panels
 4. Desks, Modular Furniture and Tables
-

LIMITED LIFETIME WARRANTY



Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. The warranty applies to products manufactured after January 1, 2011.

General Commercial Seating

Global's warranty for general commercial seating covers all chair components including pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats, backs and other structural components.

Exceptions to the warranty for general commercial seating are as follows:

- Foam, textiles (as sampled on Global branded and Alliance Partner program cards), mesh material and electrical devices, are warranted for five (5) Years.
- Control mechanisms are warranted for twelve (12) Years.

The warranty applies to single shift, standard commercial usage, defined as a standard eight (8) hour day, forty (40) hour week for users weighing up to 300 pounds.

Heavy Duty Seating

Global offers products designed for multiple shift applications (24 hours a day / 7 days a week) and larger individuals weighing up to 350, 400, 500 and/or 600 pounds (depending on series and/or model). Global warrants these products for twelve (12) years to the original purchaser. All components (including control mechanisms, pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats/backs, etc.) are covered for 24/7 applications under the warranty. The exceptions are foam and textiles, which are covered for five (5) years. Textiles on these products must exceed 100,000 double rubs for the textile portion of the warranty to apply. Heavy Duty product series that apply under this warranty currently include: Concord Executive 24 hour, Dexter/Dexter+, Granada TS, Granada Deluxe TS, Malaga TS, ObusForme Comfort TS, Robust, Saxon, Truform TS and Vion TS.

Outdoor Furniture

Global offers products designed for use indoors or outdoors. Global warrants these products for three (3) years to the original purchaser acquiring the product directly from authorized Global dealers. This warranty applies to single shift (eight (8) hour day, forty (40) hour week) for users weighing up to 275 pounds, unless noted otherwise. Outdoor furniture must be stored indoors during inclement or extreme weather such extreme cold, extreme heat, or excessive wind. The warranty shall not apply to any products which must be replaced due to normal wear and tear, negligence, abuse or "accident", shipping damage or product use other than in accordance with written instructions or warnings.

Exceptions to the warranty for indoor/outdoor furniture are as follows:

- Only Global branded textiles and Alliance Partner carded textile program materials expressly identified for outdoor application are covered for three (3) years when used outdoors.
- This warranty is not valid if the products are used for rental purposes.

- This warranty is not valid if the products are not properly stored during inclement or extreme weather.

Textiles

Global warrants Global branded textiles and Alliance Partner carded textile programs inclusive of fabrics, vinyls and leather products for five (5) years. Alliance Partner textile programs are currently with Arc|Com, CF Stinson, CLT Prescott Leather, Designtex, EnviroLeather by LDI, Green Hides, KnollTextiles, Luum, Maharam, Mayer, Momentum, Morbern, Ultrafabrics and Victor. Global does not warrant COM (Customer Own Materials) or GPM (Global Purchased Materials) that are customer specified materials, or graded-in and purchased by Global for a customer. For GPM or COM products, please contact the textile supplier for performance information and warranty details.

Seating Warranty Summary

Seating Type	Components Warranty for Original Purchaser	Use Time For Warranty Coverage	Exceptions
General commercial seating	Lifetime	8 hours / 5 days per week	Foam/upholstery/textiles/mesh/electrical devices – 5 years Control mechanisms – 12 years
Heavy duty seating	12 years	24 hours / 7 days per week	Foam/upholstery/textiles – 5 years
Indoor/outdoor furniture	3 years	8 hours / 5 days per week	Outdoor use textiles – 3 years

Files, Desks, Modular Furniture, Tables, Panels & Accessories

Global warrants all components of metal storage and filing, laminate and wood veneer desks, laminate and wood veneer tables, metal leg components and panels for the lifetime of the product to the original purchaser.

Exceptions to the warranty for Files/Desks/Tables and Panels are as follows:

- Electrical devices, panel and tackboard textiles, adjustable keyboard mechanisms/lecterns/coat trees and task lights – five (5) Years.
- Folding tables (laminate) – one (1) Year.

Files, Desks, Modular Furniture, Tables, Panels & Accessories Warranty Summary

Product Type	Components Warranty for Original Purchaser	Exceptions
Metal storage and filing	Lifetime	None

Product Type	Components Warranty for Original Purchaser	Exceptions
Laminate/wood veneer desks and modular furniture	Lifetime	Tackboard textiles, electrical devices, task lights – 5 years
Boardroom, conference and training tables	Lifetime	Electrical devices – 5 years Moving parts – 5 years
Panels	Lifetime	Panel textiles, electrical devices, task lights – 5 years
Coat racks and lecterns	5 years	None
Folding tables (laminate & molded)	1 years	None
Height adjustable tables	5 years	Motorized parts (on electrical tables) – 2 years

Global's Warranty does not apply (for any product category) to the following:

- Failures due to wear and tear.
- Failures which result from negligence, abuse, accident or misuse.
- Failure to apply, install or maintain products according to Global's written instructions and warnings.
- Modifications, attachments or repair methods not approved by Global.
- Damage caused by a carrier in transit, or delivery/installation contractors.
- The matching of colors, grains or textures (wood, leather, etc.) of natural materials and color matching of textiles.
- Products exposed to extreme hot or cold temperatures or excessively dry or humid environments.
- Colorfastness or the matching of color of textiles.
- Damage by markings or staining; damage by sharp objects or imprinting from instruments.
- Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays).
- Products used for rental purposes.

Global's warranty does not cover the costs of transportation or labor. Repair or replacement will be at Global's option.

Global makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall Global be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary damages.

Global's warranty applies to products sold within the United States of America, Mexico, the Commonwealth of Puerto Rico and Canada.



HIGH POINT FURNITURE INC.

LIMITED LIFETIME WARRANTY

Subject to the terms, conditions and exceptions stated below, High Point Furniture Industries, Inc. (“HPFI”), warrants that each finished product or separate component or part which it sells after April 1, 2001 (“Product”) will be free from defects in material and workmanship, when subject to normal commercial usage, for so long as the Product is owned by the original purchaser. If the Product is sold by HPFI to a retailer or dealer, the “original purchaser” shall be the purchaser of the Product from the retailer or dealer. Otherwise, the “original purchaser” shall be the purchaser of the Product from HPFI. The original purchaser may not assign this warranty to any other person or entity.

Exceptions:

High-Wear Parts - High-wear parts such as glides, gas cylinders, casters, ergonomic chair components, polymer-based components, and user-adjustable work surface mechanisms are warranted against defects in material and workmanship only for a period of five years (three years on recliner mechanisms and casters) from the date on which the Product is sold by HPFI or until the product is no longer owned by the original purchaser, whichever is the shorter time period.

Veneer Finishes - Veneer finishes are warranted against defects in material and workmanship only for a period of three years from the date on which the Product is sold by HPFI or until the product is no longer owned by the original purchaser, whichever is the shorter time period.

Electrical Components - Electrical components are not warranted by HPFI, but may have warranties from the electrical component manufacturer.

Fabrics - Careful consideration is given to our selection of standard fabric offerings. The fabrics we have selected offer the best in appearance, durability and value; however, since we have no control over the environment, cleaning or other conditions which may affect colorfastness or durability, we cannot warrant fabrics beyond any warranty which may be provided to us by the fabric supplier. Customer's own materials (COM) selected by and used at the request of a customer, are not warranted.

Exclusions:

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which is to be expected over the course of ownership.
- Damage caused by the carrier in-transit, which will be handled under freight policy.
- Damage caused by or during installation.
- Modifications or attachments to the Product that do not have the prior written approval of HPFI.
- Products that are not installed or used or maintained in accordance with Product instructions and warnings.
- Damage caused by neglect or misuse of a Product.
- Products used for personal or household use (all products are intended for commercial usage) or for rental purposes.

Normal Commercial Usage- The Products are designed and manufactured for normal commercial usage. Normal commercial usage for seating is defined as the equivalent of a single shift, forty (40) hour workweek. To the extent that a Product is used in a manner exceeding normal commercial usage, the warranty will be invalidated or HPFI may, at its option, elect to reduce the applicable warranty period on a pro-rated basis.

Chairs used or designated 24/7 have a warranty of five (5) years.

Color Variations and Finishes- Some natural variations occurring in wood, leather or other natural materials are inherent to their character, and cannot be avoided. Therefore they are not considered defects in material or workmanship and are not the basis for a warranty claim. HPFI does not warrant the color-fastness or matching of colors or grains or textures of such materials.

Except as set forth above, HPFI makes no express warranties with respect to its products. HPFI makes no implied representations or warranties with respect to its products, their condition, merchantability, fitness for any particular purpose or use by the purchaser. HPFI furnishes the above limited express warranty in lieu of all other warranties, expressed or implied, including the warranties of merchantability and fitness for a particular purpose. No oral representations or samples provided by HPFI to any retailer, dealer or purchaser will create any express or implied warranties with respect to products sold by HPFI.

Remedies- If any defect in the workmanship and material of any Product appears within the applicable warranty period, HPFI will, at its option, repair or replace the Product, at no charge, upon examination of the Product and verification by HPFI or its authorized representative of the defect and of compliance with the warranty requirements and conditions. The Purchaser must provide such cooperation and information as HPFI or the authorized representative may reasonably request to process the warranty claim.

IN THE EVENT OF ANY DEFECT IN ANY PRODUCT SOLD BY HPFI OR ANY BREACH OF THE LIMITED EXPRESS WARRANTY DESCRIBED ABOVE, THE SOLE REMEDY FOR SUCH DEFECT AND/OR BREACH SHALL BE AS STATED IN THIS PARAGRAPH, AND IN NO EVENT SHALL THE DEALER OR RETAILER THAT PURCHASED THE PRODUCT FROM HPFI OR THE ORIGINAL PURCHASER OF THE PRODUCT FROM THE DEALER OR RETAILER, BE ENTITLED TO RECOVER FROM HPFI ANY DAMAGES, INCLUDING DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS, DOWNTIME OR OTHER DAMAGES OF ANY NATURE WHATSOEVER ARISING FROM BREACH OF WARRANTY OR THE CONDITION, FUNCTION OR USE OF THE PRODUCT.

Application of Current Warranty and Prior Warranties

This express limited warranty applies only to Products sold by HPFI on or after April 1, 2001. HPFI has improved its warranty coverage and Products over the years. Products sold by HPFI before April 1, 2001 were covered by the warranty in effect at the time of manufacture and sale. Please see table below for general information pertaining to warranty coverage periods (measured from date of sale by HPFI) for Products sold before April 1, 2001. Further information concerning terms and conditions of prior warranties are available upon request to HPFI.

Casegoods & Seating manufactured and sold prior to July 1, 1994	2 years
Seating manufactured and sold after July 1, 1994 and prior to April 1, 2001	10 years
Casegoods manufactured and sold after July 1, 1994 and prior to August 1, 1997	5 years
Casegoods manufactured and sold after August 1, 1997 and prior to April 1, 2001	10 years

These warranties are made by HPFI only to authorized dealers and retailers acquiring Products directly from HPFI and the original purchaser of the Product as defined above.



HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us. The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON shall repair or replace with comparable product (at HON's discretion), free of charge.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by the HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year, Full 10-Year, and Full 5-Year Warranties (from date of purchase).

HON'S FULL 12-YEAR WARRANTY

- Electrical components (LED task lights, lamps and ballasts are not covered)
- Seating ilira®-stretch
- Seating controls
- Pneumatic cylinders
- Wood seating
- Accessories
- Laminate surfaces
- Veneer Surfaces

HON'S FULL 10-YEAR WARRANTY

- Soothe Patient Recliner Mechanism
- Signal seating upholstery fabric

HON'S FULL 5-YEAR WARRANTY

- All LED task lights
- Panel and seating textiles
- Electric Height Adjustable Table Bases (Including Memory Control)
- Directional Desktop Sit-to-Stand Risers
- Soothe Patient Recliner Central Lock Mechanism
- Soothe Patient Recliner Pivoting Arm

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12, 10 and 5-year warranties. These exclusions are:

- All *basyx* by HON® products (these products are covered under a separate *basyx* by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of the user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which are to be expected over the course of ownership.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.
- Damage caused by cleaning chemicals.
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

WARRANTY REQUESTS OR QUESTIONS?

Your HON Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

THAT'S YOUR HON FULL LIFETIME WARRANTY AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion of implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

Warranty

Thank you for selecting Interior Concepts. We focus on providing quality products that meet the expectations of our customers.

Interior Concepts warrants its products to be free of defects in materials and workmanship to the original purchaser of the product during the warranty period. This warranty extends from the date of installation and is based on normal usage of the product. This warranty does not apply to possible damage caused by misuse, surfaces loaded with excessive weight, or field modifications of the product made after installation. This warranty does not cover normal wear of the product such as laminate chipping or the soiling and fading of fabrics.

WARRANTY DETAILS:

Interior Concepts Furniture Systems	Limited Lifetime Material / 5 Year Labor
Campfire	Cart - 3 Years; Cushions - 1 Year
Catch All	3 Years
Frame ²	Limited Lifetime Frame / 5 Year Labor
Otto	Manufacturer's Warranty
Project Boards	Limited Lifetime Frame / 1 Year Board
Seating	Manufacturer's Warranty
Tables	Limited Lifetime Material / 5 Year labor

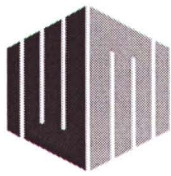
COMPONENTS

Drawer/drawer glides, casters, and adjustable height mechanisms	1 Year
Electrical components	1 Year
Fabric	Manufacturer's Warranty
Laminate	1 Year

Upon being notified of a potential warranty defect, Interior Concepts, at its option, may either repair or replace the item as originally specified. Damage caused by a freight carrier is not covered under this policy.

This warranty does not apply to consumable products such as light bulbs or surge protection products. Product alterations or modifications not explicitly approved by Interior Concepts do not qualify for this warranty. Also, this warranty does not cover the installation, relocation, or reconfiguration of product by anyone other than Interior Concepts authorized personnel. Unless specified, installation costs are covered for 1 year, thereafter product only is covered.

Interior Concepts shall not be liable for incidental or consequential damages arising out of a claim of defective product. This warranty is in lieu of all other expressed or implied warranties and constitutes the sole and exclusive liability of Interior Concepts Corporation.



IRONWOOD MANUFACTURING INC.

Ironwood Guarantee

2012

Factory Assembled

Manufactured to the most exacting standards and inspected several times throughout the manufacturing process, Ironwood furniture is guaranteed to be free from defects in materials and workmanship for up to five years after purchase.

This guarantee is limited to repair and replacement only and does not cover damage outside our control or damage that results from ordinary use.

R.T.A. Ready To Assemble

Manufactured to the most exacting standards and inspected several times throughout the manufacturing process, Ironwood furniture is guaranteed to be free from defects in materials and workmanship for up to one year after purchase. This guarantee is limited to repair and replacement only and does not cover damage outside our control or damage that results from ordinary use.



Terms and Conditions

Limited Warranty

Jaypro warrants all of our products against defects in workmanship and material for three years, from the date of shipment, unless otherwise noted in this catalog. Nets are warranted for one year. Normal deterioration of products due to weather, wear and tear or other causes that do not affect functional use are not covered by this warranty. In no case do we warrant any product's safe and useful life to be greater than ten years. Alteration or modification of the product voids any warranty. Jaypro reserves the right to repair, replace or refund, as appropriate. Please contact Jaypro for instructions and return authorization. This limited warranty is exclusive and in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Jaypro shall not be liable for any incidental or consequential damages of any nature whatsoever. This warranty gives you specific legal rights, and may also have other rights, which vary from state to state.

Prices

Prices are subject to change without notice.

WARNING:

All sporting activities carry the risk of injury to the participants. Improperly maintained equipment and inadequately supervised programs are significant contributing factors. All equipment must be thoroughly inspected and maintained to reduce the risk to the users.



LIMITED WARRANTY

KFI guarantees our chairs and tables are free from defects and faulty workmanship under the following guidelines and limitations:

Chair frames	12 years
* 2300 series frames	Lifetime
* 1000 series frames	Lifetime
* 300 & 400 frames	5 years
Textiles	5 years
Foam	5 years
Pneumatic cylinders	5 years
Glides, Casters	5 years
Table bases	12 years
Laminate table tops	5 years
Wood table tops	5 years

This warranty is void if product is not used for its intended purpose or if subjected to an unusual application, abuse or normal wear & tear.

Warranty applies to a single shift / 40-hour work week.

Variations in color or texture of material are not considered defects.

Wood color variations, knots, distressed look are natural character of the wood and not considered defects.

Damage from any sharp objects (e.g. scissors, clothing, writing utensils, keys, jewelry, shoes) are not considered covered under warranty.

Damage caused by freight carrier is not warranted.

This warranty applies to products manufactured after August 1, 2016.

This warranty is valid to any purchaser of KFI furniture. In the event of a claim, the purchaser may be required to show validity of claim by furnishing a copy of the original invoice for the product in question.

The KFI Service Department must issue a return authorization. The purchaser may then return the product to KFI, freight prepaid. Upon receipt and investigation of claim, if KFI agrees with claim, we will without further cost to purchaser, repair or replace, at KFI's option, the appropriate defective part.

We stand behind all of our products and will do everything we can to resolve any problems in a fair manner based on warranty terms and as quickly as possible.



Lifetime Warranty

Luxor products are covered by a manufacturer's Limited* Lifetime Warranty against defects and workmanship. Any product that is defective in either materials or workmanship will be repaired or replaced at the manufacturer's discretion. This warranty does not cover damage in transit or any modification to the product by the customer. This warranty is for the life of the product provided the product is used for its intended purpose and used with weight loads not exceeding those recommended.

* Since rental applications do not fall under the category of normal usage, Luxor will be unable to provide the Lifetime Warranty on units used for rental applications. We will, however, make parts and/or entire units available at a special purchase price upon request.

* All Whiteboards are covered by a 10 year warranty.

* Limitations may apply depending on the model purchased. Inquire with your sales representative for details.





Martin Yale™

Martin Yale Industries, LLC. General Warranty

Martin Yale Industries, LLC. warrants, for the period of time listed below from the date of shipment, all component parts and workmanship of its products to be free of manufacturing defects.

Martin Yale Industries, LLC. will repair or replace any component part found to be defective within the warranty period, not caused by accident, misuse, or improper maintenance, damages by freight handlers, act of nature or unauthorized modifications or the use of other than Martin Yale components/parts.

Warranty is conditioned on notifications to Martin Yale's Customer Service Department by calling 800-225-5644. All materials being returned for warranty credit must have a requested Return Goods Authorization number (RGA) from our Customer Service Department, and must be returned within thirty (30) days after the discovery of the defect. All shipping costs on the returned material must be prepaid by the customer, credit will be issued, including the cost of ground freight for charges in the continental US only, if the item proves to be defective. Incoming cartons must be clearly marked on the outside with the RGA number and the "Warranty Parts". Martin Yale is not responsible for products that are returned and are not in their original packaging or are packaged insufficiently to protect the enclosed material.

Excluded from warranty coverage are normal wear items and electrical components. These exclusions include but are not limited to knives, cutters, belts, chains, PC boards, Optics, paper punch pins, blocks and rubber rollers. These items are not included for consideration unless the components are deemed defective.

This warranty is in lieu of all other warranties, expressed, implied, statutory or otherwise. Martin Yale Industries make no warranty of merchantability or fitness for a particular purpose. To the extent permitted by law, any consequential or incidental damages of any kind, including, but not limited to lost profits or other economic injury are not warranted.

Finishing Equipment Covered: Laminating Machines, Folding Machines, Letter Openers, Business Card Slitters, Creasers, Score & Perforating Machines, CD Insert Slitters, Guillotines & Paper Trimmers, Paper Joggers, Stackwagons, Collators, Padding Presses, Moisteners, Check Signing Machines, Express Tabbers, Paper Punches, Reference Systems, Catalog Racks, Posting Trays, Keyboard Drawers, and Printer Stands. 180 days parts, 180 days labor. Paper Trimmer blades have a limited lifetime warranty. Martin Yale reserves the right to repair or replace at our discretion all finishing products that are covered under warranty.

Disclaimers:

- a. This warranty applies to current models only. For discontinued models, consult original warranty.
- b. All repairs must be pre-approved by Martin Yale and performed by an authorized Martin Yale technician.
- c. Extended warranties are subject to the same provisions and terms of the general warranty.
- d. Martin Yale makes no warranty of merchantability or fitness of any product, for any particular purpose.
- e. To the extent permitted by law, any consequential or incidental damages of any kind, including but not limited to lost profits or other economic injury not warranted.
- f. This warranty is in lieu of all other warranties, expressed, implied and statutory or otherwise and is subject to change without notice.
- g. Must have proof of purchase to claim warranty.
- h. Labor portion of the warranty ONLY available in the Continental US.
- i. Warranty is void for ALM machines if film other than the ALM-specific film is used on the machine.

Please visit our website for more supporting documents as well as after product support tools such as owner manuals and preventative maintenance support: www.martinyale.com/ Call us at 800-225-5644 and let one of our Customer Service staff help you with your new purchase.

WARRANTY

All standard products manufactured by Silver Street Incorporated, home of **mediatechnologies®**, unless otherwise covered by a product specific guarantee and or warranty, are guaranteed against defective material and workmanship for a period of five (5) years from the date of purchase.

Silver Street Incorporated does not warranty any product or hardware which has been installed incorrectly, exposed to high humidity, moisture and extreme temperatures for long periods, excessive loads, misuse, abuse or was not manufactured by Silver Street Incorporated.

We will repair or replace, at our discretion, any defective item without cost to our customer. This is customer's sole and exclusive remedy against us. No delay in shipment or delivery shall give rise to any liability for damages whatsoever. We are not liable for defects caused by customer or any third party. Customer is not authorized to make any repairs whatsoever or to deduct any amount from the purchase price.

In no event shall our liability under this warranty exceed the purchase price. In no event shall we be liable for incidental, special or consequential damages. We disclaim all other warranties, express or implied, as to any matter whatsoever, including without limitation, quality, design, performance, specifications, samples, condition, merchantability and fitness for any particular purpose. No action may be commenced for breach of this warranty more than six months after the cause of action accrues and any such action may only be brought in the county of Oceana, State of Michigan.

WARRANTY DETAILS

10AK Chair	10 years / 5 years pneumatic gas lift mechanism
2G2BT Presentation Stations	5 years
A3 Chair Series	10 years / 5 years pneumatic gas lift mechanism
ADL Task Chair	5 years
ATC Sit-2-Stand Frames	Limited Lifetime Structure / 1 year control boxes and gas lift mechanism
BFF Chair Series	10 years / 5 years pneumatic gas lift mechanism
BRB Flip-Top Table Frames	Limited Lifetime Structure / 5 years mechanism
CYA Flip-Top Table Frames	10 years Structure / 5 years mechanism
Divide Markerboards	5 years
ELV8 Sit-2-Stand Frames	Limited Lifetime Structure / 1 year control boxes and gas lift mechanism
F2F Tables	15 years
F4A Freestanding Tables	Limited Lifetime
FO4 Chair Series	10 years / 5 years pneumatic gas lift mechanism
FYI Markerboards	5 years
GMA8 Chair Series	10 years / 3 years fabric
GR8 Table Frames	Limited Lifetime
GYB Task Chair	5 years
<3 Table Frames	Limited Lifetime
HMU Gaslift Side Tables	Limited Lifetime Structure / 1 year gas lift mechanism
J4F Stool	10 years structure / 3 years fabric
KIO Tables and Storage	5 years
KIT Stool	5 years structure / 3 years fabric
MST Storage Towers	5 years
MUST Table	Limited Lifetime Structure / 5 years mechanisms
NE1 Task Chair	5 years
OAR Chair Series	10 years / 5 years fabric, flip-seat mechanism, pneumatic gas lift mechanism
OTM Flip-Top Table Frames	Limited Lifetime Structure / 5 years mechanism
PLZ Chair	10 years
RBTL Tables	Limited Lifetime
RKR Adjustable Height Stool	10 years fabric / 3 years gas lift mechanism
RT Chair Series	10 years / 3 years fabric
SKIN Markerboards	5 years
SST Stacking Table	Limited Lifetime Metal Construction
T-UP Sit-2-Stand Series	Limited Lifetime Structure / 1 year control boxes and gas lift mechanism
TAB Stacking Chair	10 years
THX Table Frames	Limited Lifetime
TLC Slim Student Desks	Limited Lifetime
Mobile Pedestals	3 years
Mobile Caddy	3 years structure / 1 year on PVC doors
Tambour Door Cabinets	3 years structure / 1 year on PVC doors
Freestanding Lateral Files	Limited Lifetime
Freestanding Vertical Files	Limited Lifetime
Bookcases	Limited Lifetime
Overhead Storage	Limited Lifetime
Tack-boards	10 years
Privacy Screens	10 years
Axil Power and Data Unit	1 year
Dropshare Media Sharing Unit	1 year
Miniport Pop-Up Data Unit	1 year
Moving Parts, ie. Casters	5 years
Table Top Worksurfaces	Limited Lifetime
CHAMELEON AND FLEX LOUNGE COLLECTIONS	
Internal Frame Structure	10 years
Foam Padding	2 years
Standard Fabrics	3 years
High Abrasion Fabrics (50,000 DR)	5 years
High Performance Fabrics (100,000 DR)	10 years
FLEX Lite Collection	1 year

CA TB117

Momentum, CF Stinson, Mayer and approved COM fabrics meet the requirements of California Technical Bulletin 117-2013, section 1. Any new products being introduced from this date forward will be tested to the new test method.

DETAILS

All separate component parts not manufactured by MiEN (power and data devices, etc.) shall be covered by the original manufacturer's warranty.

RESTRICTIONS

This warranty does not apply to: damage caused by a carrier, normal wear and tear, color fading from exposure to sunlight, defects caused by improper installation, products subjected to improper use and conditions or damage resulting from misuse, negligence, accidents or alterations.

PRODUCT USE

Except as stated above, MiEN makes no express or implied warranties as to any product and in particular makes no warranty of fitness for any particular product except for use as standard office furniture. Product repair or replacement is the customer's exclusive remedy for any and all product defects.

No person, agent or dealer is authorized to give any further warranties on behalf of MiEN Company unless such warranty is in writing and signed by an officer of MiEN Company Inc.



MiEN Company, Inc.

2547 3 Mile Rd. NW. Ste. F Grand Rapids, MI 49534 T (616) 818-1970 F (616) 818-1971 www.miencompany.com



BOX 40 BETHEL, CT 06801

PHONE: (203) 744-3398 FAX: (203) 744-3228

www.hangupbags.com monaco@hangupbags.com

PRODUCT GUARANTEE

We will replace or refund the purchase price of any product judged to be defective. Defects must be reported and the products returned within 90 days of receipt. Claims made after 90 days will be reviewed on an individual basis. Claims made a year or more after the ship day cannot be honored.



Corporate/Manufacturing:
2885 Lorraine Ave · Temple, TX 76501

Showroom:
4930 S Congress Ave Ste 305 · Austin, TX 78745

Phone: 800.749.2258 · **Fax:** 866.888.7483

Web: www.moorecoinc.com · www.vanerumna.com

MooreCo Products Limited Lifetime Warranty:

MooreCo warrants that your Product is free from defects in materials or workmanship for as long as the original purchaser owns the product or subject to the below schedule. This warranty only applies to Products purchased directly from an authorized MooreCo dealer and is only valid for the original purchaser and for the original installation. The warranty is terminated upon transfer, sale, or modification of the Product.

If a Product is defective in materials or workmanship, MooreCo will replace or repair it at no charge, based on the below schedule. This is your sole and exclusive remedy, and repair or replacement of the Product will be at the sole discretion of MooreCo and is your sole and exclusive remedy for products found by MooreCo to be defective. Shipping charges to the repair facility will be the responsibility of the purchaser, and shipping charges to return the repaired Product to the purchaser will be paid by the purchaser, except for Products returned for repair during the first 30 days after purchase, in which case all shipping charges will be paid by MooreCo. MooreCo will not pay labor costs associated with repairs or replacements. All incidental or consequential damages which may arise, including, but not limited to, lost profits, personal property damage, and third party liabilities are hereby expressly excluded. Likewise, MooreCo will not be responsible for any damage to customer's property caused by incompatibility of the product with customer's flooring and other customer property. This warranty is subject to the limitations, exclusions and other provisions below, and applies to Products purchased after June 1, 2020 which are delivered within the United States of America and the Commonwealth of Canada.

Discontinued products will be replaced with "like product" at MooreCo's discretion. MooreCo will not renew or extend this warranty to a repaired or replaced product. MooreCo will not honor the attempted transfer of this warranty.

Some natural variations occurring in polypropylene material or other natural materials are inherent to their character and are not considered defects. MooreCo does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Customer's Own Material (COM) selected by and used at the request of an original purchaser is not warranted. Our products are intended for interior use—exterior use of them will void the warranty.

MooreCo seating is tested and warranted for users up to 253 lbs. Use above that weight is not tested or warranted and considered misuse and abuse.

Use of "short throw" wall-mounted projectors are only warranted on the Interactive Projector Board (2G5 and 4G5) series and Interactive Projector Board + Whiteboard System (764XX).

Porcelain surfaces may have minor surface imperfections due to the manufacturing process. If these imperfections cannot be seen from 3 feet under diffuse (dead) light and without "searching", they are not covered under warranty. Any surface imperfection from the factory shall erase as with the rest of the surface or will be covered under warranty

Limitations involving particular Product lines, materials, and components: The particular Product lines, materials and components listed below are warranted according to the following schedule from the date of sale:

Products	Warranty
Seating controls, glides, pneumatic cylinders, casters, bushings, folding mechanisms, rocker/wobble bases	1 Year
Clear Plastic / Acrylic	1 Year (Does not cover scratching by user—wear and tear)
PVC and melamine laminate desks, tables, workstations, carts, and other furniture	1 Year
Dry erase laminate table surface	1 Year
Economy soft seating fabric	1 Year
Soft seating fabric	See fabric vendor for specific warranty information
Electrical components	1 Year
The surface of whiteboards and mobile whiteboards with surface of Dura-Rite®	20 Years
The surface of whiteboards and mobile whiteboards with surface of Magne-Rite and tack boards	10 Years
The surface of whiteboards and mobile whiteboards with surface of TuF-Rite™	5 Years
iTeach® and tablet/Chromebook charging carts—with exception of electrical components	12 Years
iTeach® and tablet/Chromebook charging carts—electrical components only	1 Year
Solid wood seats and solid wood table tops	1 Year finish defects and workmanship 10 Years structural against loss of serviceability
Beanies by MooreCo	1 Year seams and zippers (indoor and outdoor)



Corporate/Manufacturing:
2885 Lorraine Ave · Temple, TX 76501

Showroom:
4930 S Congress Ave Ste 305 · Austin, TX 78745

Phone: 800.749.2258 · **Fax:** 866.888.7483

Web: www.moorecoinc.com · www.vanerumna.com

Exclusions: This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Damage caused by abuse, misuse, neglect, vandalism, accident, modifications, water, or fire.
- Damage caused by the carrier in-transit, which will be handled as claims against the carrier.
- Damage caused during unloading or installation, which will be handled as claims against the installer.
- Modifications or attachments to the Product that are not approved by MooreCo.
- Products that were not installed, used, or maintained in accordance with Product instructions and warnings.
- Products used for rental purposes.
- Adhesive products installed at temperatures below 50°F (10°C).
- Labor and/or materials to remove and replace Products.
- Non-standard or published products.
- Damage caused by environmental issues, including use and/or storage of the Product in facilities subjected to uncontrolled high temperatures.
- Third-party products – MooreCo, to the extent possible, will pass through to the original purchaser (and process claims under) any warranty provided by third-party products supplied to MooreCo.
- Normal aging and wear of fabrics, filling materials, and finishes of soft seating and other upholstered products

TO THE EXTENT ALLOWED BY LAW, MOORECO MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOORECO WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY DOES NOT COVER CONSEQUENTIAL DAMAGES, LOSS OF TIME OR USE, OR OTHER INCIDENTAL DAMAGES.

NOTICE TO PURCHASERS FOR HOME OR PERSONAL USE: Federal law does not permit the exclusion of certain implied warranties for consumer Products. Therefore, if you are purchasing this Product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

To obtain service under this limited warranty: by following the procedures regarding warranty claims outlined below, you can be assured of the best level of service.

1. Contact MooreCo by phone at 1-800-749-2258 or by mail at 2885 Lorraine Avenue, Temple, Texas 76501 within 30 (thirty) days of discovery of the defect. Be prepared to prove you are the original purchaser of the Product and provide your model number, description of the Product, and description of the defect. Then provide MooreCo with your name, address, area code, and telephone number.
2. MooreCo will review all pertinent information regarding the claim, including inspection of the Product if deemed appropriate by MooreCo.
3. If MooreCo affirms that the Product in question is eligible under the conditions of the limited warranty as stated above, the customer service representative or another representative of MooreCo will determine whether to provide replacement parts, authorize repairs, or replace the Product.

PRODUCTS RETURNED TO THE MOORECO FACILITY WITHOUT A RETURN AUTHORIZATION WILL BE REFUSED.



www.nationalpublicseating.com

Manufacturer's Warranty

National Public Seating® offers the original user a warranty against all manufacturing defects in material and workmanship from date of purchase for ten years*. If defective, NPS will, at its option, repair or replace the defective product. This warranty does not apply to damage resulting from misuse, abuse or neglect. Authorization for return and / or repairs is required by contacting your dealer. This warranty gives you specific rights, and you may also have other rights which vary by state.

Orders are accepted under the express agreement that under no circumstances will seller be liable for any incidental or consequential damages, or for any other loss, damage or expense of any kind, including loss of profits, arising in connection with the order or with the use or inability to use seller's products furnished under the order. Seller's maximum liability shall not exceed and buyer's remedy is limited to either (i) repair or replacement of the defective part or product, or at seller's option (ii) return of the product and refund of the purchase price. Such remedy shall be the buyer's entire and exclusive remedy.

*Fifteen years on Mobile Cafeteria Tables

*One year for Commercialine



Limited Warranty

• OFM WARRANTY

• RESPAWN WARRANTY

OFM hereby warrants that the products distributed by it shall be free of all defects in original material and workmanship for the product provided the product has only been used under Normal Commercial Use. OFM will repair or replace, at our option any product or component that is defective in material or workmanship. This warranty only applies to products purchased directly from an authorized OFM dealer, and is valid for the original purchaser only.

Exclusions to the Warranty are as Follows

- Normal wear and tear, which are to be expected over the course of ownership
- Damage resulting from shipment, which will be handled under separate terms
- Damage resulting from storage, alteration, unauthorized repair, infestation, misuse, abuse, accident, acts of God, natural causes, and/or exceeding listed capacities
- Products used for rental purposes
- Failure to provide reasonable and necessary maintenance* (according to product instructions)
- Transportation and labor costs associated with warranty replacements

Seating

All seating is covered under warranty for the product under normal use. Limitations involving materials and components are:

- 2 years all fabric and upholstery materials
- 7 years gas lifts
- COM fabric is not covered under this warranty

OFM does not warrant the color-fastness or matching of colors, grains, textures of covering materials.

Normal Commercial Use for Seating is defined as 8 hours a day, 5 days a week with a weight capacity not to exceed 250 lbs. The models listed below are rated for a 400 lb. & 500 lb. weight capacity:

400 lbs.	500 lbs.
<ul style="list-style-type: none">• Model ORO200• Model 800-L• Model 407's	<ul style="list-style-type: none">• Retro Bench• Model 2202• Model 300-XL

<ul style="list-style-type: none"> • Model 812-LX • Model 409's • Model 841 • Model 700 • Model ESS-200 • Model 710 • Model ESS-201 • Model 711 • Model ESS-202 	<ul style="list-style-type: none"> • Model 4001C • Model 810-LX • Model 4003C • Model 811-LX • Model 4004C • Model 821 • Model 5000L • Model 822 • Model 5000LE • Model 831 • Model 5000R • Model 832 • Model 5000RE • Model 2201
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OFM offers many models covered under warranty for a 24-Hours a day, 7 days a week usage. All standard seating limitations listed above still apply to this category of seating except the Normal Commercial Use limitation. The models listed below are rated for a 250 lb. & 400 lb. weight capacity with 24-Hours a day use:

250 lbs. <ul style="list-style-type: none"> • Model 241 (All) • Model 242 	400 lbs. <ul style="list-style-type: none"> • Model 247 • Model 247-VAM
---	---

Tables and Desks

All tables and desks are covered under OFM's Limited Warranty. Limitations involving materials and components are as follows:

- 10 years frames
- 5 years tops

Pedestals

All pedestals are covered under OFM's Limited Warranty. Limitations involving materials and components are as follows:

- 10 years full suspension glides

Rize Panel System

All panels and corner posts are covered under OFM's Limited Warranty. Limitations involving materials and components are as follows:

- 10 years frames and frame welds
- 5 years vinyl and fabric panels under normal use

X5 and X5 Lite Shelving System

Normal usage for all X5 and X5 Lite Shelving Systems is defined as not over-exceeding the weight capacity per shelf (X5: 800 lbs. per shelf, X5 Lite: 300 lbs. per shelf, evenly distributed) along with using the system on no or low pile carpet to prevent any unbalanced track issues.

All X5 and X5 Lite components are covered under OFM's Limited Warranty under normal use as defined above.*Maintenance: check for loose screws every 6 months and tighten.

Essentials by OFM Product Line

All product with the model numbers beginning with the characters ESS are subject to the additional limitations as follows:

- 2 years on all fabric and material
- 1 year on electrical systems used in "massage" chairs
- 2 years on any moving parts which would include but is not limited to chair mechanisms, casters, and gas lifts.
- 5 years on tables and desk frames
- 2 years on table and desk tops

161 Collection Product Line

All product with the model numbers beginning with 161 are subject to the additional limitations as follows:

- 2 years on all fabric and upholstery
- 5 years on moving parts, including swivel and height adjustable mechanisms
- 5 years on table tops and frames
- 5 years on chair frames

Notice to Purchaser for Home or Personal Use

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

Terms and Conditions

Ordering Information

All orders MUST be in writing. Please fax orders to 919-362-4765, email to sales@ofminc.com or contact us to set up EDI transmission. Purchase orders must include model numbers, color, quantity, accessories and any special instructions. Purchaser assumes responsibility to supply correct information when placing order. Prices and specifications subject to change. Refer to www.ofminc.com for the most up-to-date information.

Shopping & Handling

All terms are FOB from point of origin. OFM will initiate all prepaid freight claims. Any visual shortages or damages MUST be noted in writing at TIME OF DELIVERY on bill of lading. LTL carriers will not accept verbal information that differs from signed bill of lading.

Damages must be reported and filed by OFM within 5 days after the receipt of goods and shortages must be noted immediately upon receipt. If reported after the fifth day it will be up to the sole discretion of OFM to repair or replace product at no charge. We cannot accept damage reports after this time. All orders shipped to APO/FPO locations will incur an additional \$15 per carton handling charge.

Customer Pick Up

All orders need to be inspected and signed for at the time of pick up. No claims regarding damages or shortages will be accepted.

Payment Terms

OFM relies on D&B for credit worthiness of new and established accounts for open credit terms. Terms are net 30 from date of invoice. If open account is not established, credit card or check will be accepted in advance.

Returns Policy

Returns are accepted at our North Carolina warehouse ONLY. All returns must be shipped prepaid and be made within 30 days of purchase. Collect shipments will be refused and returned. To return a product, visit <https://ofminc.com/pages/contact-us> and selecting the Returns or Refunds topic OR an email request for a return can be submitted to support@ofminc.com and a customer service rep will review the request. You will also be issued a Return Authorization number. This number will ALWAYS have the prefix "RA". Merchandise returned without the RA number will be refused by OFM. Return Authorization numbers are only valid for 30 days. OFM reserves the right to inspect all returns and determine applicable restocking and/or reboxing fees. A missing item or damaged product fee may be assessed if a returned product is missing the

original box, packaging materials, contents, accessories, assembly instructions or is not in "like new" condition.

A minimum fee of 25% will apply for restocking only.

All warranty parts are available for replacement at NO charge and are shipped via ground service. If upgraded service is required, the customer will be billed the difference in freight. Our freight carriers, including UPS, reserve the right to institute fuel surcharges on some or all shipments, without prior notice.

To the extent allowed by law, OFM makes no other warranty, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose. OFM will not be liable for any consequential or incidental damages.



Kiln Limited Warranty (Guarantee)

Paragon kilns are warranted to the original purchaser by Paragon Industries, L.P. (herein Paragon), subject to the listed exclusions below, to be free of defects in workmanship for the periods specified below. The warranty period begins from date of shipment from the Paragon factory unless date of original purchase from an authorized Paragon distributor or dealer can be established.

Warranty Periods

1. **QuickFire kilns:** 3 months
2. **BlueBirds, HT-series, Home Artist, FiberFuse-16, J-series, KM-Series, SC-series, and *Vulcans:** 1 year
*(Vulcan elements are not warranted.)
3. **Kilns with a maximum temperature rating above 2300°F (except Dragons, Iguana and Vikings):** 1 year
4. **TNF 2 controllers, GF, GL, and Fusion series kilns rated 2000°F or lower and all other kilns not listed in this section with a maximum temperature rated 2300°F or lower:** 2 years
5. **Controllers: Sentry (12 key):** 2 ½ years.
6. **Sentry Xpress (3 key):** the length of the new kiln's warranty or 1 year on replacement controllers for older kilns.
7. **Dragon, Super Dragon, Iguana and Viking kilns:** 2 years.
8. **S-Type thermocouple and APM elements fall within the 2-year warranty. Standard elements on these models:** 6 months.
9. **Sentry controller on these models:** 2 ½ years.
10. **Type-K thermocouple is not warranted on the Dragon, Iguana and Viking.**

Note: The above warranty periods apply unless otherwise agreed to in writing.

The above warranty excludes:

- 1) Kilns or furnaces damaged by overfiring (exceeding the melting temperature of the material being fired) regardless of cause of overfiring.
- 2) Ware, tools, kiln furniture, or anything inside damaged by overfire.
- 3) Kilns allowed to exceed the maximum temperature shown on kiln's nameplate, regardless of cause.

Paragon Industries, LP
2011 South Town East Blvd
Mesquite, TX 75149-1122

Phone: (972) 288-7557
Toll Free: (800) 876-4328
Fax: (972) 222-0646

paragonweb.com

- 4) Kilns subjected to abuse, neglect, freight damage or improper storage.
- 5) Kilns used for either reduction or salt firing,
- 6) Kilns damaged by improper electrical installation.
- 7) Kilns used for purposes other than firing ceramics, glass, heat treating, or the purpose for which it was intended.
- 8) Element burnout caused by contact with foreign materials.
- 9) The patented Dawson Kiln Sitter and/or Limit Timer manufactured by W.P. Dawson, Inc., 399 Thor Place, Brea, California 92621.

WARRANTY COVERAGE EXTENDS ONLY TO THE ORIGINAL PURCHASER AND DOES NOT COVER REPLACEMENT OF PARTS THAT ARE, BY THEIR NATURE, EXPENDABLE. THIS WARRANTY IS VOIDED IF THE PRODUCT IS ADVERSELY AFFECTED BY ATTACHING ANY FEATURE OR DEVICE TO IT, OR IS IN ANY WAY TAMPERED WITH OR MODIFIED WITHOUT EXPRESS WRITTEN PERMISSION FROM PARAGON INDUSTRIES, L.P.

Paragon Industries, L.P., will repair or replace any parts that become defective under normal and proper use during the specified period for the kiln purchased, providing the kiln has not been subjected to misuse or the listed exclusions.

Paragon will furnish and install replacement parts at the factory with transportation costs to and from the factory **paid by the owner**; or upon receipt of defective parts at the factory, and after factory examination of the defect, Paragon will furnish replacement parts, complete with installation instructions, shipped postpaid to owner. The warranty on the repaired and/or replaced parts will be limited to the unexpired term of the original warranty.

Any claim for adjustment under this warranty must include name and address of dealer from whom kiln was originally purchased. Repair or replacement of any defective parts shall fulfill all obligations of Paragon. No other obligations or liabilities are assumed in connection with Paragon kilns nor does Paragon Industries, L.P. authorize its distributors or dealers to assume any other obligations or liabilities on its behalf.

THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PARAGON INDUSTRIES, L.P. BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY SUCH DEFECT IN MATERIAL OR WORKMANSHIP. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This agreement is made in the State of Texas and its validity, construction, and all rights under it will be governed by the laws of the State of Texas. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.



Date: 8-12-2021

Todd Lokash

President

Paragon Industries, L.P.,
2011 South Town East Blvd.
Mesquite, Texas 75149-1122
1-800-876-4328

www.paragonweb.com

Ordering Info

Held Orders

All requests for orders to be put on hold must be sent via e-mail to Plymold. All orders that have not been manufactured or those that do not require the purchase of additional materials will be put on hold for a maximum of two (2) weeks. If Plymold is not contacted within the two (2) week period after the initial Hold Request, Plymold reserves the right to cancel the order without notification. If merchandise has been manufactured or purchased, Plymold will delay shipment of merchandise a total of one (1) week from the originally scheduled ship date.

Dispute Resolution

Any claim or dispute arising from, or relating to, a Good, or Service provided on this order will be (a) governed by the laws of the State of Minnesota, United States of America, without regard to its conflicts of law provisions, and (b) must only be litigated in a federal or state court of competent jurisdiction in Dakota County, Minnesota.

Quality Policy

We are committed to providing quality products and services that meet or exceed customer requirements to the markets we serve. We strive to accomplish this by utilizing continuous improvement methods, innovation, technology, and teamwork.

Warranty

Plymold warrants all products that they manufacture and/or market to be free from defects in material and workmanship under normal usage and service for one (1) year from date of purchase shown on our commercial invoice. Customer assumes responsibility for normal wear and tear. This agreement excludes all products or component parts that in the opinion of Foldcraft Co. have been subject to neglect, misuse, alteration, accidental damage, failure to complete regular maintenance, or improper installation. Some products have extended warranties. Refer to specific catalog pages to determine if an extended warranty applies. Warranty on upholstery is governed solely by the guarantee or warranty of the producing mill. Warranty on solid wood table tops will be affected by moisture conditions and usage. Solid wood table tops must be stored and used in environments with relative humidity in the range of 35% to 50%. Exposure to relative humidity outside this range will cause the product to warp, check or crack, resulting in loss of warranty coverage. If it has been determined that a product is found to be defective within the warranty period, and the product had been properly installed and maintained by the purchaser, Plymold will use their discretion as to whether to replace or repair the product or component without charge.

Plymold's warranty does not cover products or components that have been repaired or altered by someone other than the manufacturer. Any field repairs must be preapproved by the factory in order to maintain coverage of the Plymold warranty. Plymold is not liable for injury, loss or damage, whether direct, consequential or incidental, to persons or property arising out of the purchaser's use, or of any inability to use covered product.

Returns

Because Plymold product is built to order with unique configurations for each customer, returns are generally not accepted. Returns are only accepted at the discretion of Plymold and products cannot be returned without authorization. Approved returns are subject to a minimum 50% restocking charge. Actual charges will be determined at time of return authorization. Unauthorized returns will be refused at customer expense. All return freight charges must be prepaid by the customer. Any damages that occur in transit when returned to the factory will be communicated to the customer. The customer is responsible for filing a freight claim with the carrier.



PRODUCT WARRANTY

Reference Product:	_____
Project:	_____
Owner:	_____
Architect:	_____
General Contractor:	_____
SAMPLE	
Product Supplier:	_____
Supplier's P.O.:	_____ RSP Order: _____

Republic Storage Products, LLC (RSP) hereby agrees to extend to Owner our standard warranty for material furnished by RSP for the use on the above project. The warranty shall be limited to those items manufactured by RSP. No other items are to be included as part of this warranty.

The warranty extended is as follows:

RSP warrants to Owner that all items referenced in this letter shall be free of defective material or faulty workmanship for a period of one (1) year from *insert installation date* . The liability of RSP for any breach of the foregoing warranty shall not extend to dismantling, installing or reinstalling, but shall be limited to repairing or replacing said items at RSP 's option within a reasonable time after receipt of written notice from Owner, provided that the Owner has notified RSP with respect to any claimed defective materials within ten (10) days after the above date. If a product is of such a nature that reasonable inspection within the time provided would not disclose it, then notice of the claimed defect shall be made within (10) days after owner has knowledge of the defect. Owner further agrees that RSP is not responsible for any other conditions over which RSP has no control. In no case shall RSP be liable for consequential damages arising from breach of any foregoing warranties. RSP does not warrant any parts not manufactured by RSP that are used in conjunction with items manufactured by RSP. Further, RSP does not warrant any components or systems manufactured by RSP that are used in conjunction with components or parts not manufactured by RSP. RSP SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY, AND RSP ALSO SPECIFICALLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. This warranty is for Owner's exclusive benefit and is not assignable or transferable, nor is Owner permitted to represent to any third party that it may rely upon this warranty.

(Not valid unless emboss-stamped with Corporate seal.)



WARRANTY STATEMENT

Please Note: Mayline®–Safco® does not require the customer to fill out a warranty registration card. Please keep all purchase documents for the product in event the warranty is needed. Contact our Customer Care team for any warranty assistance at info@safcoproducts.com or (888) 971-6225.

Our warranty pledges excellence in the quality of our products. It helps protect our customers' investments and extends our continuing dedication to our customers after their initial investment.

LIMITED LIFETIME WARRANTY

Safco® warranty obligation: We pledge to repair or replace, at Safco's option, any Safco product or component that is defective in material or workmanship for as long as you, the original purchaser, own it. This warranty is subject to the provisions below.

LIABILITY LIMITATIONS

The following listed parts, components and supplies are covered under warranty in accordance with the below schedule following the product purchase date.

One Year: Mogo Seat

Three Years: Outdoor Products (Entourage™, Evos™, Canmeleon™ and CoGo™ Product Lines), High Density 4-Post wire shelving and wire components, electrical components and Dry Erase surfaces.

Five Years: Glides, casters, polymer-based components, seating upholstery (fabrics and leather), foam, armrests, chrome seating components, user-adjustable work surface mechanisms, laminates, veneer finishes and other covering materials, drawer glides, electrical components, e5™ product line, Event Series, cabinets or mobile systems, components that are either moving parts or controls (guides that are in contact with moving parts), and motors on the ML-Series, E-Series, and LT-Series Height-Adjustable Tables.

Seven Years: Motor on XR-Series Height-Adjustable Tables.

Ten Years: Seating controls and cylinders, Rumba™, Cha-Cha™, Electric Height-Adjustable Table series laminates, and wood seating components. All parts (excluding motor) on the XR, ML, E and LT-Series Height-Adjustable Tables.

WARRANTY SUBJECT TO EXCLUSIONS

Exclusions pertaining to this warranty are as follows but are not limited to:

- Product or product components utilized with the intent to rent or lease.
- Freight damages: Safco is not liable for any product damages sustained during shipping or handling operations. Safco provides specific policies and requirements regarding shipping and handling, and reserves the right to review and address product distribution matters separately.
- Normal wear and tear.
- Product negligence: A product is not considered defective due to misuse or improper installation. Safco products must be installed, used and maintained in accordance with product instructions and warnings.
- Alterations or attachments to the product that were not approved by Safco.
- All COM fabric is not covered under this warranty.
- All corrugated products or components.
- Use of non-multiple shift products for multiple shifts.

Safco's warranty obligation is limited to normal use upon receipt of our products.

SEATING USAGE

Normal commercial usage for seating is defined as the equivalent of a single shift, forty (40) hour workweek.

To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a prorata manner.

- Models warranted for multiple shifts:
- Task Master® Industrial Series
- Soft Tough™ Series
- WorkFit™ Polyurethane Series
- Uber™ Series (500 lbs.)
- Alday™ Intensive-Use (500 lbs.)
- Vue™ Intensive-Use (500 lbs.)
- 24-Hour High Performance Chair (2424AG)

WARRANTY PROCEDURES

Please follow the warranty procedures described below to ensure apt and responsive service.

- 1.) Once a defect has been discovered, the original purchaser must contact Safco immediately (within 30 days of defect detection), in writing, with the serial number(s) (if applicable), date code and model number from the product(s) in question.
- 2.) Upon inspection of the product(s), Safco will collect all relevant information necessary for review of the request.
- 3.) Product replacement, replacement parts and repairs will be authorized by a Customer Care representative if acknowledged to be necessary under product warranty eligibility conditions.

SPECIFIC LIMITATIONS REGARDING COLOR VARIATIONS, FABRICS AND FINISHES

Natural products have varying grains and colors. Due to such natural variations occurring in materials such as wood and leather, these characteristics are not considered defects. Safco does not warrant the color-fastness or matching of colors, grains or textures of such materials. Materials supplied, selected or provided by the customer (COM) are not warranted.

Buyer is responsible for freight to and from factory on all warranty claims. Any description of the goods sold hereunder, including any reference to Buyer's specifications and any description in catalogs, circulars and other written material published by Safco is for the sole purpose of identifying goods and shall not create an express or implied warranty that the goods shall conform to such description.

There are no other warranties, and Safco disclaims all implied warranties including warranties of merchantability, fitness for a particular purpose and freedom from patent infringement. No agent, employee or representative of Safco has any authority to bind Safco to any affirmation, representation or warranty except as stated herein.

Safco shall have no liability for indirect, incidental, consequential or special damages of any kind. These limitations are agreed allocations of risk. Under no circumstances shall Safco's liability with regard to the sale or use of the products exceed the purchase price paid by the buyer for the products. Terms and conditions of this warranty are subject to change without notice.

SANDUSKY LEE LIMITED WARRANTY

Sandusky Lee Corporation warrants the following are free of defects in materials and workmanship.

5 Years Limited from the Date of Purchase:

Elite Series, Transport, System Series, Stainless Steel, Modular Storage System, Pull Out Shelf Cabinet, Bookcases, Book Trucks, Cubby Organizers, Computer Cabinets, Tablet Security Cart, 600 & 800 Series Lateral Files, Vertical Files, Steel Desks, Wall Cabinets

1 Year Limited from the Date of Purchase:

Classic Series, Value Line, Lockers, Wall Mount Laptop Cabinet, Carts & Stands, 400 Series Lateral Files, Steel Shelving (Edsal)

1 Year Limited

ALL IMPORTED PRODUCTS, All Plastic Products

The SOLE AND EXCLUSIVE REMEDY for such defects is the repair or replacement of a defective cabinet or parts thereof by Sandusky Lee Corporation or, at Sandusky Lee Corporation option, refund of the purchase price upon return of the cabinet to Sandusky Cabinets, Inc.

This warranty shall not apply in the event the products are damaged as a result of misuse, neglect, accident, moisture, improper application, improper assembly, or assembly not in conformity with the instructions of Sandusky Lee Corporation failure to abide by safety precautions prescribed by Sandusky Lee Corporation or modification or repair by persons not authorized by Sandusky Lee Corporation.

Sandusky Lee Corporation makes no express or implied warranties of any kind or nature except as expressly provided herein. There are no oral agreements or oral warranties collateral to or affecting this written warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXPRESSLY DISCLAIMED.

SANDUSKY LEE CORPORATION LIABILITY FOR ANY CLAIM HEREUNDER SHALL IN ALL EVENTS BE LIMITED TO AND NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT IN WHICH THE ALLEGED DEFECT OCCURRED. LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXPRESSLY DISCLAIMED.

Buyer assumes all risk and liability resulting from the use of the Cabinets whether used singly or in combination with other goods.

UNLESS ANY PORTION OF THE ABOVE IS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, THIS LIMITED WARRANTY SHALL APPLY TO ANY AND ALL PURCHASERS AND/OR USERS OF THE ELITE, SYSTEMS, TRANSPORT, CLASSIC, AUDIO VIDEO AND COMPUTER CABINETS.



P. O. Box 125
Millington, TN 38083
(901) 872-0188
Fax: (901) 873-1239

PRODUCT WARRANTY

Sedia Systems warrants products purchased hereunder to be substantially free from defects in materials and workmanship provided Sedia Systems receives written notice of an alleged defect within the time periods set forth below (“Warranty”). Sedia Systems will, at its sole option, repair or replace product that it determines to be defective as a result of faulty material or workmanship:

Structural Components	10 Years
Operating Mechanisms, Plastic, Wood & Electrical Components	5 Years
Upholstery Components, Non-Standard Product	1 Year
Installation (installation is only warranted for Sedia Systems certified installations)	1 Year

Repair or Replacement is Sole Remedy

Such repair or replacement shall be the sole and exclusive remedy for any breach of the Warranty. Purchaser agrees and acknowledges that such repair or replacement is an adequate remedy. In the event Sedia Systems fails to repair or replace a product it has determined is defective as provided herein, the Purchaser’s remedy shall be the return of the Purchase Price actually paid by Purchaser for the defective Product on a prorated basis based upon a useful life of ten (10) years.

Exceptions to Warranty coverage:

- Normal wear and tear of upholstery
- Evidential abuse or mishandling
- Inappropriate use of product
- Use of unsuitable cleaning products
- Installation on flooring that does not meet minimum structural requirements
- Material alteration of Product
- Natural variations occurring in wood and leather, and/or color fastness, and or/ variations in matching colors, grains or textures of materials shall not be considered defects.

Disclaimer of All Other Warranties

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SEDIA SYSTEMS HEREBY DISCLAIMS AND THE PARTIES EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

SEDIA SYSTEMS’ TOTAL LIABILITY HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE ALLEGEDLY DEFECTIVE PRODUCT. IN NO EVENT SHALL SEDIA SYSTEMS BE LIABLE TO THE PURCHASER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY) TORT (INCLUDING STRICT LIABILITY) AND INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF REPUTATION, LOSS OF GOODWILL, LOST SALES OR OTHER ECONOMIC OR NON-ECONOMIC LOSS.

Project Name: _____

Project Number: _____

Product Type: _____

Warranty Start Date: _____

Approved by/Date: _____

Signature: _____



Limited Warranty Terms and Conditions

The Securitech Group, Inc. (the Company) warrants that its products sold are free from defects in workmanship and materials under normal use and service as stipulated on the list shown below. This warranty does not cover defects or damage arising from improper installation, a lack of or improper maintenance, improper storage, shipping and handling damage, improper application or specification other than the manner which product use was intended, ordinary wear and tear, misuse, abuse, accident, improper voltage, unauthorized service, or use with unauthorized non-Securitech products or parts. This warranty does not cover nor provide for the reimbursement or payment of incidental or consequential damages or any shipping charges related to exercising of this warranty. We reserve the right to make changes in materials, components or manufacturing methods at any time without prior notice.

The effects of corrosion, erosion and normal wear and tear are specifically excluded from this limited warranty. Performance warranties are limited to those specifically stated within the Company's proposal. The Company makes no other warranty or representation of any kind whatsoever, expressed or implied, except that of title, and all implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed. No agent, representative, dealer, or employee of Company has the authority to increase or alter the obligations of this Limited Warranty.

Correction by the Company of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformities, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such Equipment. The Purchaser shall not operate product which is considered to be modified or defective, without first notifying the Company in writing of its intention to do so. Any such use of product will be at the Purchaser's sole risk and liability and will not be covered by this limited warranty.

The only liability of the Company is tort or contract whether under warranty or otherwise shall be limited to the repair or replacement of any product or component part which shall prove defective as covered by this warranty within the time period as listed in the table below, after delivery to the original purchaser.

The Company will not pay for the cost of service charges or repairs performed, or for any labor costs including, but not limited to, such costs as removal and installation of product, shipping and freight expenses required to return Product to the Company, or failures, defects or damages caused by third party product or service other than in accordance with this warranty, nor shall the Company be liable to compensate the Buyer for any delay in either replacing or repairing the Goods or in properly assessing the Buyer's claim.

This warranty gives you specific legal rights, and you may also have other rights as otherwise permitted by law. Refer to your local laws for your specific rights under this warranty.

Limited Warranty Terms and Conditions

Warranty Items	Mechanical (Years)	Electrical (Years)
4200, 4600, 4700, 4800 Series	3	-
4500 Series	5	-
4900 Series	1	1
47PL	2	-
49PL	2	-
5000 Series	1	1
6000 Series	1	-
7000 Series	1	1
8000 Series	1	1
9000 Series	1	1
2C Series (MLY & EDD)	1	1
A4L / A4E	3	3
ABM Series	2	5
AYZRE	1	-
DX, PB Trims	1	1
EDL Series (Lexi Lockdown)	2	2
GG, GK Trims	2	5
LDT Trims	1	5
LO-CCMAG Series	2	5
LR Trims	1	5
QID Series Products	2	2
Rachie Series	1	1
SafeBolt Series	2	2
SEL Series	5	1
SOLIS	3	3
TEL Series	5	1
TEL Series Trims	2	5
UG Trims	2	5
USPS-TL Models	1	1
Alarms	-	1
Daisy Series Products	1	1
Key Switches	1	1
Power Transfers	-	1
Power Supplies	-	1
Push Buttons, Remotes	-	1
Splice Boxes, All Accessories	1	1

Please call or write to request product warranty information on any product not included in the above list.

Return Policy & Procedure

No returned merchandise will be accepted without a Return Material Authorization number (RMA). Please contact Customer Service to request a RMA and follow the instructions provided. Include your original PO# and our Order # to expedite processing.

RMA's are photographed at both the time of Receiving and during Inspection. RMA's received with inadequate protective packaging to prevent product damage in the course of normal shipping and handling in transit to Company will immediately void the warranty and be returned exactly as received.

All Securitech products are supplied with installation instructions. Products must be installed as per the instructions provided. Failure to do so will void the warranty.

Only Deliverables that are new, current, standard, non-obsolete, non-specially manufactured, unused, in their original condition as at the time of sale by Company to Customer, in their original packaging and in Customer's inventory less than 90 days from the date of shipment by the Company may be considered by Company for return. Such credit will only be issued if, after Company's receipt and inspection of Deliverables, Company approves the return. The amount of final credit will be determined upon receipt at the factory and following Company's inspection and analysis of the condition of the returned material. Company retains the right to deny credit to anyone for any reason.

Certain products are subject to a restocking fee of 25% to 50% of Invoice.

Special finish models are non-returnable. Special Finishes include: 605, 606, 612, and 613

Custom Models are defined as any product designed to address an application not covered by a regular catalog item. A custom designed model normally does not become a regularly produced catalog item. Custom models also include any stock item that has a non-stock special finish code. Custom models may include but are not limited to SBO, SHD, IHD, HVL, VC models. Custom models are not returnable. Please contact your sales representative if you have any questions.

At Company's discretion, a UPS call tag may be issued if the return is a result of our error. If the item is returned for any other reason you are responsible for the shipping costs inbound and outbound, and any insurance costs.

There is a 25% restocking fee for products that are returned for the following reasons:

1. Customer changed specification details
2. Customer overstock, product is not needed. Securitech reserves the right to deny the return of any overstock products or increase the restocking fee as deemed appropriate.
3. Customer ordered incorrect product

Credits are usually applied within 10-12 business days after receiving and approving the returned item(s).

Ship Authorized Returns to the following address:

Securitech Group, Inc.

Returns Dept: **[Reference the RMA# on the carton]**

54-60 46th Street

Maspeth, NY 11378

Repair Policy & Procedure

No returned merchandise will be accepted without a Return Material Authorization number **[RMA]**. Please follow the RMA instructions provided. Include your original PO# and our Order # to expedite processing.

RMA's are photographed at time of Receiving and during Inspection. RMA's received with inadequate protective packaging to prevent product damage in the course of normal shipping will be returned as received.

Handling Fee: \$75 evaluation fee. This fee will be deducted from any work performed when our repair estimate is approved.

Parts: List price, less any applicable discount.

Mechanical & Electrical Labor: \$95 per hour. Minimum charge is \$50.00.

Repaired products are covered for 1 year. Please ensure that you ascertain the reason for the repair. Example: If a door is sagging or creating too much stress on the latchbolt or strike, please correct the door problem before re-installing the repaired lock or the same issue may recur.

Ship Authorized Returns to the following address:

Securitech Group, Inc.
Returns Dept: **[Reference the RMA# on the carton]**
54-60 46th Street
Maspeth, NY 11378



SICO® Limited Lifetime Warranty - Tables

The SICO® Limited Lifetime Warranty is our statement of confidence to you, our customer, that your investment in a SICO® Table comes with our guarantee of performance. SICO America Inc. ("SICO®") is proud to offer a Limited Lifetime Warranty, as defined and limited below, on the following SICO® tables. This warranty is valid from the date of delivery to the original purchaser, whether purchased directly from SICO® or from an authorized SICO® dealer. SICO® MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND MAKES NO EXPRESS OR IMPLIED WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE. This warranty covers the following products shipped after April 18, 2016.

PRODUCTS ⁽¹⁾

- TC-65 Table Product Line ⁽²⁾
- Communicator Table ⁽²⁾
- 3-in-1 convertible
- Pacer II ⁽⁴⁾
- MultiApp IIS ⁽⁴⁾
- Room Service Table
- Original & Deluxe Catering Tables
- Ellip-Table ⁽³⁾
- Conference Table ⁽³⁾
- LB Table Line ⁽³⁾
- Round, X-Base Metal Table Frames
- Commander Community Table
- Graduate Table ⁽²⁾
- BY-65 Table ⁽²⁾
- 2800 convertible
- Pacer
- MultiApp ⁽⁴⁾
- Sophisticate ⁽⁴⁾
- Socializer ⁽⁵⁾
- Undergraduate
- Armor-Edge® Folding Leg Tables
- Cadet Table ⁽³⁾
- Linenless FLT

- (1) Tables are intended for indoor use
(2) Uses Mechanical Strut Lift Assist
(3) Uses Torsion Bar Lift Assist
(4) Uses Pneumatic Damper
(5) Uses Gas Strut Lift Assist and/or Damper

LIFETIME COVERAGE

- All tables will be free from defects in material and workmanship
- All welds are covered.
- The mechanical struts used on the mobile folding attached seating tables are covered.

EXCEPTIONS TO THE LIMITED LIFETIME WARRANTY

ABS Plastic Stools and Accent Guards have a prorated performance warranty.

ABS Plastic Stools & Accent Guards (Applicable to the current stool colors)

0 to 10 Years – 100% replacement at no charge including freight, installation not included

10 to 15 Years – 50% prorated discount from current pricing, freight and installation not included

Warranty – 10 Years (Installation not included)

- Torsion bar lift assist
- Unit-to-Unit Connector on the 3-in-1 ConverTable
- Pneumatic dampers
- Gas spring lift assist and/or dampers

Warranty – 3 Year (Installation not included)

- Casters

Warranty – 1 Year (Installation not included)

- Table tops with edge-banding other than Armor-Edge

Natural Stone Composite Tops

- ARE NOT covered by a performance warranty

WARRANTY DOES NOT APPLY TO PRODUCT FAILURE OR LOSS RESULTING FROM:

- Normal wear and tear
- Failure to apply, install or maintain products according to published SICO® instructions and guidelines
- Abuse, misuse, or accident
- Alteration or modification of the product
- The substitution of any unauthorized non-SICO® components for use in the place of SICO® components on any of the products
- Damage due to shipment
- Color-fastness or matching colors of ABS plastic stools, ABS Accent Guards, Armor-Edge® or other materials that naturally exhibit inherent color variations
- Damage caused by cleaning chemicals
- Rust or corrosion caused by not completely drying the product after cleaning or exposure to moisture
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

WARRANTY REMEDIES

Pursuant to this warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, SICO® will repair or at SICO®'s option, replace the affected product at no charge.

- A product "defect" means an inadequacy in the material or workmanship of the product that existed at the time when you received the product from a SICO® or a SICO® authorized dealer.
- An "ordinary use" means use of the product (i) in conformance with all applicable local, state, or federal laws, codes and regulations and (ii) in accordance with SICO® recommendations and/or instructions in the materials and documentation accompanying the product.

All repairs and returns must be approved, in writing, by SICO® before action is taken. The product serial number will be required to process and authorize any warranty claim. All claims are to be reported to:

SICO America Inc.
Customer Care Department
1-800-424-0796
support@sicoinc.com

Address:
7525 Cahill Road
Minneapolis, Minnesota 55439

Repair or replacement in accordance with the foregoing procedure is the buyer's sole and exclusive remedy, whether buyer's claim arises under contract, tort or otherwise. SICO® shall not be liable for any consequential damages. SICO's liability is limited to the purchase price.

Warranty

SKUTT CERAMIC PRODUCTS, INC. warrants this product to be free from defects in materials and workmanship for two full years from the date of the first retail purchase from an authorized Skutt dealer.

What Skutt Will Do:

Skutt will repair or replace, at its expense, any defective part upon return, freight prepaid, to any authorized Skutt Service center.

What is Not Covered:

This warranty does not cover (1) any defect not reported to an authorized Skutt dealer or distributor within 10 days of discovery; (2) Type K Thermocouples; (3) any damage caused by overfiring; (4) products subjected to abnormal strain, freight damage, neglect, abuse, improper storage, failure to follow instructions, or products altered from factory standard condition; (5) products whose identification number has been changed; (6) failures of, or failures caused by, parts or accessories not manufactured or supplied by Skutt Ceramic Products; (7) kilns used for purposes other than firing ceramic materials; (8) kilns used for reduction or salt firing; and (9) elements in "PK" model kilns.

How To Obtain Warranty Service:

Notify your Skutt dealer or distributor within 10 days of discovery of any defect. Deliver any defective part, freight prepaid, to an authorized Skutt service center. A list of Skutt service centers may be obtained from your dealer or from Skutt Ceramic Products, Inc. at the address and telephone number below.

Other Limitations: ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING PROPERTY DAMAGE, LOST PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS, ARE EXCLUDED TO THE FULL EXTENT PERMITTED BY STATE LAW. Some states do not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you. ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Dealers are not authorized to modify this Warranty or to make any additional commitments. Skutt will not be responsible for promises not contained in this Warranty.

State Law Rights: This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

6441 S.E. JOHNSON CREEK BLVD, PORTLAND, OREGON 97206 (503) 774-6000

How to Request Warranty Service

All repair work must be authorized, either by Skutt, or by an authorized Skutt Distributor before the work is done. If you believe your kiln is going to require warranty servicing, the first step is to call the Distributor from whom you purchased the kiln. If they are unable to provide or coordinate service, call Skutt Ceramic Products and ask for our Technical Service Department. 503-774-6000

Skutt has one of the most extensive networks of Distributors in the country. However, not all areas have a trained kiln technician. We realize that re-packaging and shipping your kiln is not a realistic option for most of our customers. Many of our Distributors have trained kiln technicians either on staff or with which they contract. Often times these technicians will travel to your business or home to do the repair. Skutt will pay them for their time on the job. It is your responsibility to pay them for their travel time to and from your location.

PLEASE REGISTER YOUR WARRANTY AT WWW.SKUTT.COM

under the "Contact Us" tab to streamline future warranty requests.

You will need your SERIAL NUMBER, MODEL NAME, VOLTAGE, and PHASE.

**All of this information can be found on the SERIAL PLATE,
which is located on the side of your control box.**



I.D.SYSTEMS® Warranty

I.D.SYSTEMS® furniture is warranted for a period of five (5) years from date of delivery to the original purchaser. Products are warranted to be manufactured free from defects in material and workmanship, absent any misuse or damage.

I.D.SYSTEMS® shall promptly, at their option, repair or resupply a like quantity of non-defective product. Claims shall be verified in writing within 30 days of the date the defect is discovered.

I.D.SYSTEMS®
By Stevens Industries, Inc.
704 West Main
Teutopolis, IL 62467
P: 800.350.3270

Claims to be made through Dealer where product was purchased.

03/2020



Tot Mate® Warranty

Tot Mate® furniture is warranted for a period of five (5) years from the date of delivery to the original purchaser. Products are warranted to be manufactured free from defects in material and workmanship, absent any misuse or damage.

Tot Mate® shall promptly, at their option, repair or resupply a like quantity of non-defective product. Claims shall be verified in writing within 30 days of the date the defect is discovered.

Tot Mate®
By Stevens Industries, Inc.
704 West Main
Teutopolis, IL 62467
P: 800.350.3270

Claims to be made through Dealer where product was purchased.

03/2020



TENJAM LIMITED WARRANTY

Published May 2020

One-Piece Hard Plastic Seating = 5 Year Limited Warranty
Tables = 3 Year Limited Warranty
Plastic Seating With Metal Frames = 3 Year Limited Warranty
Flexible Plastic Seating (a.k.a. DuraFLEX Series) = 3 Year Limited Warranty
Waterproof Cushions = 1 Year Limited Warranty

Tenjam warranty is limited to defects in materials or workmanship. In the event of a warranty claim, Tenjam will determine acceptance, approval, and the appropriate remedy for repair, replacement, or prorated refund. Such repair, replacement, or prorated refund is the exclusive remedy available from Tenjam, and Tenjam is not responsible for damages of any kind in contract or in tort, including incidental and consequential damages resulting from any breach of warranty. In the event of a prorated refund only the purchase cost, excluding shipping, will be used when determining the refund amount. The Tenjam sell price of a product would be divided by the number of days in the warranty period. The unused portion of the product sell price within the remaining warranty period would be refunded. In no event shall Tenjam be liable for damages, including injury, or damages resulting from improper use or maintenance of the product. Except for the express warranties described herein, Tenjam specifically disclaims and excludes any and all express and implied warranties with regard to its goods and services, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Proof of purchase by the Original Purchaser is necessary for all warranty claims.

The Tenjam warranty shall not be enlarged in scope or extended in duration and no obligation or liability shall arise by Tenjam's repair, replacement, or prorated refund. Repairs and replacements will not extend the original product warranty term. Tenjam will pay freight costs for any approved warranty only within the first year and only within the contiguous U.S.A. Warranty excludes replacement parts like casters, rubber legs, & plastic glides that are designed to wear.

Actions that void this warranty and conditions not covered by this warranty include, but are not limited to, the following: Color fading; Damage including, but not limited to, punctures, cuts, markings, stains, scratches, nicks, and damaged caused by sharp and foreign objects; Standing or jumping on the product; Using products as a floatation device; Abnormal use, neglect, abuse, accident, vandalism, use of the products other than for the intended purpose of casual furniture, and acts of nature and God; Alterations to the products original shape, size, or color; Cleaning with non-approved cleaners or disinfectants; Exposure to temperatures greater than 140 degrees Fahrenheit or less than -15 degrees Fahrenheit; Exposure to any load exceeding the published load capacity for each individual product. Visible wear and dulling of the finish due to high traffic use is expected and not defective.

To the extent permitted by Law, the parties hereby agree to waive any provision of Law that conflicts with any provision hereof or renders any provision hereof ineffective or unenforceable in any respect.

If you have any questions or needs pertaining to our warranty, please call us at: 1-855-4-TENJAM or email us at CustomerCare@tenjam.com



WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below and covers the product under normal use, proper maintenance and at original installation location; see exclusions.

Damages or loss in transit is the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within five (5) days. UltraSite is NOT responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

THERMOPLASTIC and POWDER COATED PRODUCTS

UltraSite provides a seven (7) year limited warranty on thermoplastic coated elements and a three (3) year limited warranty on powder coated elements. Powder coated products from the Premium Collection carry a five (5) year limited warranty. UltraSite guarantees all items for one (1) full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.

LIFETIME LIMITED WARRANTY ON HARDWARE

UltraSite provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one (1) year limited warranty on hardware against rust; see exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a ten (10) year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from



termites or fungal decay that causes the product to become structurally unfit for its intended use; see exclusions.

UltraSite guarantees all materials and workmanship for ten (10) years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a one (1) year limited warranty on IPE wood redwood and pressure-treated wood products against damage by decay or termites that causes the wood to become structurally unfit for its intended use.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a one (1) year limited warranty on all the water fountains and the related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of ten (10) years from the date of delivery for fabric, for a period of twenty (20) years from the date of delivery on the steel structure with limited five (5) years warranty of powder coat and limited one (1) year warranty on all the moving parts. UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure.

Some field drilling may be necessary and is considered a normal part of construction and will not be subject to rejection or cause for void of warranty.

UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade.

This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warrant excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.

Shade fabrics carry a ten (10) year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red and Yellow, which carry a



two (2) year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first six (6) years, thereafter pro-rated over the last four (4) years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (i.e. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind more than the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The fabric tops must be removed should a hurricane warning be issued.

The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

The limited warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to fire, cuts, vandalism misuse, "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms loads in excess of the applicable building code.

UltraShade does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond UltraShade's control. UltraShade will not be held responsible for any materials that were not properly stored prior to installation. UltraShade reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.



In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.

ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use and offers a ten (10) year limited warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions, five (5) years warranty of powder coat and limited one (1) year warranty on all the moving parts. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter for the first six years, thereafter pro-rated at 18% per annum over the last four years.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings and has been subjected only to normal intended use and exposure.

Some retro-fitting and field cutting may be necessary and is considered a normal part of construction and will not be subject to rejection or cause for void of warranty.

Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties regarding finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter.

This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.

In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.



ActionFit PRODUCTS

UltraSite offers a ten (10) year limited warranty on Steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle and moving parts, and cosmetic damage or defects.

Five (5) year limited warranty on stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. A two (2) year limited warranty on bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. One (1) year limited warranty on the rib belt of cycle, with the exclusion of cosmetic damage or defects.

ALL OTHER PRODUCTS

UltraSite offers a one (1) year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

EXCLUSIONS

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

The warranty excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.



UltraSite
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

Authorized UltraSite Signature

Title

See UltraSite on the web at www.ultra-site.com



WB Manufacturing Warranty

WB Manufacturing Warranty

WB Manufacturing's Promise

WB Manufacturing warrants that its products shall be free of substantial defects in original material and workmanship based on specifications from the date of delivery to the extent detailed herein.

WB Manufacturing promises to repair or replace any WB Manufacturing brand product or component that is defective in material or workmanship under normal use for as long as the End User owns it. This is the sole and exclusive remedy for WB Manufacturing products to be found defective. This warranty applies to WB Manufacturing products from the date of delivery to the End User and is non-transferable but is subject to limitations, exclusions or other provisions detailed below. End User implies the final purchasing entity acquiring the product from a WB Manufacturing Authorized Dealer for the purchaser's use and not for resale, remarketing or distribution.

WB Manufacturing Limited Lifetime Warranty Terms

Limited Lifetime Warranty — WB Manufacturing warrants that its laminate furniture, Book Nook Products, CaseworkUSA® Storage, REplay® Laminate Lockers & Cubbies, REplay® Storage Cabinets, Rhapsody® Music Storage, Storage Solutions, Synergy Products, World Famous Lockers, PowerGistics Hardware and its steel frame products, specifically our desks, tables, chairs and stools shall be free of substantial defects in original material and workmanship from the date of delivery. This warranty is subject to the limitations and exclusions indicated below.

Additionally, WB Manufacturing warrants that all laminate furniture products are to be compliant with Custom Grade or better, as defined in AWI Standards, Eighth Edition, Revision 2, unless contract documents indicate otherwise.

12 Year Warranty — WB Manufacturing warrants that its laminate tops, butcher block tops, phenolic tops, epoxy tops, stainless steel tops, high wear and moveable parts (ie: casters, glides, etc.) shall be free of substantial defects in original material and workmanship for twelve (12) years from the date of delivery.

5 Year Warranty — WB Manufacturing warrants that all pneumatic bases and bases with flip mechanisms are free of substantial defects in original materials and workmanship for five (5) years from the date of delivery. Fomcore products are also warranted to be free of defects in material and workmanship under normal use of the product for five (5) years. Product must be properly cared for, maintained and in use by its original owner. Damage in transit or by negligence, abuse, abnormal usage, misuse, accidents or alterations nullifies the warranty.

3 Year Warranty — WB Manufacturing acknowledges that PowerGistics warrants the power strip on Powergistics Charging Stations are free of substantial defects in original materials and workmanship for one (3) years from the date of delivery. Please register your product with PowerGistics so that they can contact you when they release updates and improvements.

1 Year Warranty — WB Manufacturing warrants that all electrical components and dry erase markerboard surfaces are free of substantial defects in original materials and workmanship for one (1) year from the date of delivery.



WB Manufacturing Warranty

WB Manufacturing Warranty Cont.

WB Manufacturing Warranty Exclusions and Limitations

Exclusions — This warranty does not apply and no other warranty applies to the following:

- Abnormal defects caused by abuse or unruly use, modification or alteration of the product.
- Any damage caused in transit by the carrier. WB Manufacturing will handle this with separate terms.
- Ordinary wear and tear (including but not limited to, scratching of laminate, phenolic, epoxy and butcher block tops, and ghosting on dry-erase markerboard) involving primary furniture surfaces, which are to be expected over the course of ownership.
- Products installed, used or maintained without following product specifications, assembly instructions or WB Manufacturing recommendations and warnings.
- Any intentional modifications or attachments to the product that were not designed or approved by WB Manufacturing.
- Product exposure to water or dense humidity.

Warranty Limitations – This warranty is provided only to the initial purchaser, is non-transferable and is valid strictly for as long as the product is owned by the original customer. To be protected under this warranty, all products must be stored in areas of controlled temperature and humidity, and periodic regular scheduled maintenance must be performed. Cleaning of the high pressure laminate should be done by warm water and a non-abrasive cleaner. Abrasive materials should not be used for cleaning.

This warranty does not cover improper assembly/installation, failure as a result of inadequate inspection and maintenance, accident, vandalism or freight damage. Any incidental or consequential damages, including but not limited to business losses, personal property damage, and third party liabilities are hereby expressly excluded.

WB Manufacturing shall repair or replace, at its discretion, any portion of the product which proves to be defective under the terms of this warranty. Freight and installation costs are not included. WB Manufacturing may elect to substitute a reasonably comparable product, or a cash refund of the original purchase price (less reasonable depreciation) in the event the original warranted product is no longer manufactured at the time the warranty is exercised.

WB Manufacturing products are not recommended or warranted for outdoor use. Some natural color variations occurring in plastics, laminates, paints or other natural materials are inherent to their character and cannot be avoided. WB Manufacturing does not consider these as defects. In addition, color-fastness or matching of colors, grains or textures of such materials are not warranted. Materials used at the request of a user or provided by customer is not warranted.

There are no implied warranties of fitness or merchantability, and there are no other express warranties beyond the warranties expressed here.

Non-Warranty Repairs – If a PowerGistics charging station becomes damaged through no fault of materials or workmanship and hence is not covered by the lifetime warranty, PowerGistics will attempt to assist customers with their requirements. Please register your product with PowerGistics so that they can contact you when they release updates and improvements.

ZKTeco USA LLC Limited Hardware Policy

Hardware Warranty

ZKTeco USA LLC provides a limited product hardware warranty on all products to purchasers of ZKTeco USA LLC products as follows:

ALL biometric time clocks two (2) year limited warranty, Atlas Series two (2) year limited warranty, SMB two (2) year limited warranty, Pro Series three (3) year limited warranty, SF series three (3) year limited warranty, Long Range two (2) year limited warranty, Metal Detector one (1) year limited warranty, and XRAY one (1) year limited warranty.

ZKTeco USA LLC warrants that the product hardware will be free from defects in materials and workmanship that result in a material deviation from the applicable published ZKTeco USA LLC technical specifications ("Hardware System Failure").

Upon the occurrence of a Hardware System Failure, ZKTeco USA LLC will repair or replace such product hardware within five (5) working days (Note: see Regional Variations section below) of its receipt of the failed hardware in, if in advance of its receipt, such hardware (1) was evaluated by ZKTeco USA LLC Technical Support in person or via telephone, and (2) received a Technical Support RMA number from ZKTeco USA LLC.

Further, the product hardware must be shipped, shipment pre-paid, to ZKTeco USA LLC, and the RMA number must be clearly indicated on the shipping box and document confirmation must be placed inside the box.

For the replacement product, the warranty on the replacement unit is:

Atlas Series two (2) year limited warranty, SMB two (2) year limited warranty, Pro Series three (3) year limited warranty, SF series three (3) year limited warranty, Long Range two (2) year limited warranty, Metal Detector one (1) year limited warranty, and XRAY one (1) year limited warranty.

Warranty Start Date: Notice

All ZKTeco USA LLC warranties unless otherwise stated, begin on invoice date (date of the shipment). All warranty claims must be submitted before invoice date following year.

Warranty Limitations

ZKTeco USA LLC warranties are expressly conditioned upon proper use of the ZKTeco USA LLC hardware and software ("Products") and shall not apply if the Products have been modified without ZKTeco USA LLC written approval, if the Products' serial number label has been removed, or if the Product has been damaged or impaired in any way.

The terms of the Warranty are limited to the remedies as set forth herein.

THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. ZKTECO USA LLC MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR ZKTECO USA LLC SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USEFULNESS AND/OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. ZKTECO USA LLC DOES NOT WARRANT THAT ANY PRODUCT WILL BE ERROR-FREE, OR THAT ANY DEFECT THAT MAY EXIST IN ANY PRODUCT CAN BE CORRECTED. IN NO EVENT SHALL ZKTECO USA LLC BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT ZKTECO USA LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR ANY BREACH OF ANY OR ALL OF THE FOREGOING WARRANTIES SHALL BE REPAIR, REPLACEMENT OR REFUND OF THE COST OF ANY NON-CONFIRMING PRODUCT(S).

Warranty Returns – Return and Replace

Replacement of hardware under ZKTeco USA LLC standard warranty requires an evaluation of the failed system by a ZKTeco USA LLC Technical Support specialist, and the issuance of a Technical Support RMA number. The customer must ship the subject unit, pre-paid, to ZKTeco USA LLC. The RMA number must be clearly indicated on the box, shipping label, and RMA document confirmation must be placed inside the box. Failure to do so will result in delays.

For all customers in 48 US states, a repaired or replacement unit will be shipped via ground carrier at ZKTeco USA LLC expense within 5 business days after receipt of the failed unit. **Customer must pay return shipping, if the repaired or replaced unit under warranty is shipped outside 48 US states (including Hawaii and Alaska).** A replacement unit may be a new or reconditioned unit of equivalent or better value.

ZKTeco USA LLC sells its products through OEM manufacturers, distributors, and dealers worldwide. ZKTeco USA LLC provides technical support and hardware warranty to its original purchaser and not the end user. End-user customers must contact their respective supplier for technical support and warranty services.

Regional Variations – Outside of North America

Due to country-specific import and export regulations, customs and shipping authorization may take longer to obtain for some countries than for others. Warranty Returns for customers outside of North America will be shipped within 5 business days after receipt of the failed unit. In Asia, distributors have the option of having a replacement unit shipped to them or receive a credit to their ZKTeco USA LLC account in lieu of a replacement unit. This option applies only in countries where there is no local ZKTeco USA LLC RMA center. If and when ZKTeco USA LLC institutes a local ZKTeco USA LLC RMA center in any such country, the foregoing return for full credit option shall no longer be available, and distributors shall instead utilize ZKTeco USA LLC standard RMA process.

Miscellaneous Disclaimers

ZKTeco USA LLC reserves the right, in its sole discretion, to change, revise, limit, expand or otherwise alter the program and any element thereof at any time with no notice required.

EXCLUSIONS

The services provided by ZKTeco USA LLC hereunder will not include warranty, support and/or maintenance of any third-party software or hardware, whether or not such third-party software or hardware is provided by ZKTeco USA LLC. ZKTeco USA LLC is not required to provide any services for problems arising out of: (i) your failure to implement all Maintenance or Feature issued under this Agreement; (ii) any alterations of or additions to the Products performed by parties other than ZKTeco USA LLC; (iii) accident, negligence, or misuse of the Products (such as, without limitation, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) damage caused during installation; (v) damage caused by the equipment or system with which the biometric reader is used (vi) damaged caused by repairs not made by ZKTeco USA LLC (vii) damaged caused by lack of ESD protections; (viii) damaged caused by improper power input and output or (ix) interconnection of the Products with other products not supplied by ZKTeco USA LLC. ZKTeco USA LLC shall only be obligated to support the then-current version of the Products and the immediately prior version.



Lifetime Guarantee

The following limited Lifetime Guarantee applies to all Haskell products:

Haskell guarantees, to the Original Purchaser of this Haskell furniture, all part to be free from defects in material and workmanship; and as long as the Original Purchaser owns this furniture, we will replace any metal part of parts thereof which our examination discloses to be defective, provided no unauthorized corrective action has been take prior to such examination. Please note, this guarantee does not apply to product misuse, abuse, or alteration. We do not cover damage caused by accident, fire, flood or act of God.

Exceptions to the Haskell Lifetime Guarantee

Ethos Series – 12 years on casters, glides, pneumatic cylinders, tablets and tablet support arms.

Echo Series – marker board laminates are subject to the manufacturer's published warranty.

Fuzion Sit Stand Series – 12 years on casters, glides, and adjust mechanism. 20 years on hydraulic cylinder.

LIFETIME WARRANTY

Perpetual Enterprises, Inc.

WARRANTY STATEMENT

A. The following warranty applies to products manufactured by Perpetual Enterprises, Inc. This warranty is given to the initial purchaser and is valid for as long as the product is owned by the original buyer. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of product (s) during the warranty period. If a product is defective, and if written notice of the defect is given to the Company **within** the applicable warranty period, the Company will either repair or replace the defective product with a comparable component or product. The Applicable Warranty Periods are:

Product (s)	Applicable Warranty Period
All Products	Lifetime*

*The applicable warranty period assumes that the product is used an average of not more than 40 hours per week. If a product is used more than this, the Applicable Warranty Period shall be reduced in proportion to the increased usage.

B. This warranty does not apply to "normal wear and tear", abuse, damage caused by a carrier, damage caused by transport of product from one site or location to another, alterations to the product not expressly authorized by Seller, nor to products considered to be of a consumable nature such as light bulbs, light ballasts and surge suppression products. It also does not apply to "Customers Own Material (i.e., material specified by Buyer that is not a standard Company product offering used in the manufacture of the Company's products. The Company does not warrant the matching of color, grain or texture except to within commercially acceptable standards.

C. A product will not be considered defective, and Seller will not be obligated to replace it, if the product is not installed or used as recommended in the Company's written planning, installation or user guides.

D. Except as stated above, the Company makes no expressed or implied warranties as to any product and in particular makes no warranty or fitness for any particular product except for use as standard office furniture. Product repair or replacement is the customer's exclusive remedy for any and all product defects. Seller shall not be liable for consequential, economic or incidental damages arising from any product defect.



WARRANTY STATEMENT

WARRANTY STATEMENT:

All Tesco Learning Environments ("TLE") products are warranted against defects in material or workmanship as per the below warranty schedule. TLE promises to repair or replace any TLE branded product or component that may be noticeably defective for the original purchaser, or at our determination provide a credit up to the invoice price of the product only. TLE may repair or replace, at its sole discretion, any portion of the subject product which proves to be defective under the terms of this warranty at no further cost to the buying party. TLE shall be liable under this warranty only for the cost of repair or replacement of defective part. TLE will not pay labor costs associated with repairs or replacement. All incidental or consequential damages which may arise, including, but not limited to, lost profits, personal property damage, and third party liabilities are hereby clearly excluded. TLE will not be responsible for any damage to customer's property caused by incompatibility of the product.

ALL WARRANTIES ARE FOR THE BENEFIT OF THE ORIGINAL PURCHASER FROM TLE OR FROM ANY DISTRIBUTOR OF TLE. THE WARRANTY IS NOT TRANSFERABLE TO ANY SUBSEQUENT BUYER OF THE FURNITURE FROM THE ORIGINAL PURCHASER.

WARRANTY SCHEDULE:

Educational: Ten (10) Years

Science: Five (5) Years

Library (by Componentry):

- Solid Wood: Twenty (20) Years
- Veneer/Plywood Core: Ten (10) Years
- HPL/Particleboard Core: Ten (10) Years
- Thermafuse Laminate/Particleboard Core: Five (5) Years



EXCLUSIONS

This warranty does not apply and no other warranty applies to:

- Normal wear and tear
- Defects caused by abusive or abnormal use of product
- Damage caused by the carrier in transit (see "Freight Damages" or "Shortage" under *Terms and Conditions*)
- Product modifications and/or attachments to the product(s) not prior approved by TLE
- One (1) year warranty on whiteboard surfaces

Tesco Learning Environments products are not intended or warranted for outdoor use. Additionally, color variations occurring in natural materials, such as, plastics, paints, laminates, etc. are inherent to their character and cannot be avoided; therefore, they are not considered defects.

Please contact Tesco Learning Environments at 1-800-699-5824 - EXT: 120, if you have any questions.

TESCO LEARNING ENVIRONMENTS

800-699-5824 | www.tesco-ind.com | 1035 E. Hacienda, Bellville, Texas 77418



WARRANTY

Limited Lifetime Warranty

This warranty is given to the initial purchaser and is valid for as long as the product is owned by the original Buyer. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to AIS within the applicable warranty period, AIS (at its option) will either repair or replace the defective product with a comparable component or product. The limited lifetime warranty applies to all products regardless of the number of shifts the product is used each day except as noted below.

Applicable Warranty Period	Products / Restrictions
Lifetime (as defined below)	All AIS branded products (except as noted below)
Ten (10) Years	Electrical products AIS Seating (frames and control mechanisms) Calibrate Series
Ten (10) Years - 24/7 Shift	Devens Seating
Five (5) Years	Moving parts, which include keyboard mechanisms, locks, suspensions, casters as well as AIS fabrics, upholsteries and mesh. AIS Seating (pneumatic cylinders, casters, glides, bases and arms, mesh and seating upholsteries, Granite and Sulli seating*)

This warranty does not apply to normal wear and tear damage caused by carrier, damage caused by transport of product from one site location to another, alterations to the product not expressly authorized by Seller, and products considered to be of a consumable nature such as bulbs and light ballast. AIS Seating normal use as defined under this warranty is the wear and tear that occurs during a 40 hour week when the product is used by a person weighing 300 pounds or less. *Granite is warranted for five years and rates for a person weighing 250 pounds or less. Sulli is warranted for five years and rates for a person weighing 300 pounds or less. AIS will not warrant any altered components or parts.

This warranty shall not cover labor or delivery charges and does not apply to items subjected to abuse, misuse, neglect, alteration, damage cause by shipment, storage, accident, fire, flood or act of God. The limited warranty is the sole remedy for product defect and no other expressed or implied warranty is provided, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. AIS shall not be liable for consequential or incidental damages arising from any product defect. A customer's exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be repaired or replaced as specified above.

It also does not apply to customer's own material (COM - i.e. material specified by Buyer that is not a standard AIS product offering) used in the manufacture of AIS products. Special Products that are not offered in the AIS standard price list will have a warranty of one year. A product will not be considered defective and Seller will not be obligated to replace it, if the product is not installed properly or is used in a "non-standard" fashion as prescribed by AIS. It is at the sole discretion of AIS to make a determination if a defect is due to improper product installation.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AIS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.



LIMITED WARRANTY AND RETURN POLICY

YOUR PURCHASE IS COVERED

The quality of Draper® FlexShade® is unmatched. We're so sure that your window shades will look great and work well (and continue to do so) that we are offering a 25-year limited warranty on most interior shade products.

We just don't think you'll need it.

■ **Draper, Inc. warrants that its products are free from defects in material and workmanship for the following specified warranty periods:**

For Draper shading products installed indoors:

- 25 years for most Draper FlexShade® interior window shade hardware and fabrics (excluding PVC-free fabrics, clear vinyl, insect screens and the spring assist mechanism).
- 10 years for the Draper Techmatic, the Draper Spring Roller Window Shade, Draper FlexShade® ZIP, Skylight FlexShade®, LightBloc FlexShade® ZIP, FlexShade® ZIP XL, FlexShade® XL, Bottom Up FlexShade® hardware and fabrics (excluding PVC-free fabrics, clear vinyl and insect screens), and the spring assist mechanism used in any Draper window treatment product.
- 5 years for electronic accessories and motors for the above products, and all PVC-free fabrics and insect screens (excluding clear vinyl).
- 1 year for the Draper Custom Tension System, the Draper FlexLouver™ Rack Arm System and the Draper FlexWave Light Shelf and shading products from global partners and distributed by Draper.

For Draper shading products installed outdoors:

- 10 years on hardware for most Draper Exterior FlexShade models and Draper FlexShade ZIP and FlexShade ZIP XL.
- 5 years on electronic accessories and motors, fabric and insect screens (excluding clear vinyl) and hardware finish.
- 1 year for the Draper Custom Tension System, the Draper FlexLouver Rack Arm System and shading products from global partners and distributed by Draper.

For more details, please contact Draper or visit our website at

www.draperinc.com/warranty.aspx | 765.987.7999 | 800.238.7999



LIMITED WARRANTY AND RETURN POLICY

Limited Warranty

Draper, Inc. (“**Draper**”) warrants (this “**Limited Warranty**”) to the End User (the “**End User**”) that its products are free from defects in material and workmanship (except as provided below) for the specified warranty periods (each, a “**Warranty Period**”) provided below, which Warranty Periods begin on the date of shipment. This Limited Warranty is limited to the project for which the product was originally purchased.

For Draper window treatment products **installed indoors** and incorporating fabric specified in the bullets below:

- **25 years** for the mounting hardware, headbox, clutch, fascia and shade fabric (excluding PVC-free fabrics fabric with battens, clear vinyl and insect screens) for the Draper Manual FlexShade® product line, the Draper MotorizedFlexShade® product line, the Draper FlexShade®2 product line, the Draper Manual LightBloc FlexShade®, the Draper Motorized LightBloc FlexShade®, the Draper Skylight FlexShade® product line (standard and 2), the Draper Crank Operated FlexShade®, the Draper FlexShade® NEXD, FlexShade® Twin Pull, the Draper Bottom-Up FlexShade® product line, Draper FlexShade® Recharge, and the Draper Colossal FlexShade®,
- **10 years** for the mounting hardware, headbox, clutch, fascia and shade fabric (excluding PVC-free fabrics, fabric with battens, clear vinyl, and insect screens) for the Draper Techmatic, Draper Spring Roller Window Shade, Draper FlexShade® ZIP, Draper FlexShade® ZIP XL, and the Draper FlexShade® XL,
- **5 years** for the controls, electronic accessories and motors for the above products,
- **5 years** for PVC-free fabrics, insect screens, and fabric with battens (excluding clear vinyl) for the Draper Manual FlexShade product line, the Draper Motorized FlexShade product line, the Draper FlexShade 2 product line, the Draper Manual LightBloc FlexShade, the Draper Motorized LightBloc FlexShade, the Draper Skylight FlexShade product line (standard, 2, and 3), the Draper Crank Operated FlexShade, the Draper FlexShade NEXD, the Draper Bottom-Up FlexShade product line, the Draper Techmatic Window Shade, the Draper Spring Roller Window Shade and the Draper Colossal FlexShade, and
- **1 year** for the Draper Custom Tension System.

For Draper window treatment products **installed indoors** and **not** incorporating fabrics specified in the above section:

- **1 year** for the Draper FlexLouver Rack Arm System and the Draper FlexWave Light Shelf.
- **1 year** for interior products distributed, not manufactured, by Draper.

For the Draper **Spring Assist** mechanism:

- **10 years** for the spring assist mechanism used in any Draper window treatment product, including, but not limited to, the Draper Bottom-Up FlexShade product line, the Draper Manual FlexShade and the Draper Manual FlexShade NEXD.

For Draper window treatment products **installed outdoors**:

- **10 years** for the mounting hardware, headbox, clutch, and fascia for the Draper Exterior FlexShade product line, Draper FlexShade ZIP, Draper FlexShade ZIP XL and
- **5 years** for the mounting hardware, headbox, clutch, fascia, shade fabric (excluding clear vinyl), insect screens, controls, electronic accessories, hardware finish, and the Draper Custom Tension System
- **1 year** for exterior products distributed, not manufactured, by Draper.

This Limited Warranty extends to the original End User, and automatically to any successor owner or transferee of the End User provided that the product remains in the location of its original installation. This Limited Warranty is applicable to products that are repaired or replaced for the balance of the Warranty Period or for ninety (90) days from the date the product is repaired or replaced, whichever is longer.

If a product breaches this Limited Warranty, the End User may make a claim on this Limited Warranty in accordance with the Claims Procedures, as set forth below, within a reasonable time after the End User discovers the defect. Subject to the conditions and limitations set forth below (the **“Excluded Items”**), Draper, through a Draper Authorized Dealer (a **“Dealer”**) will, at its discretion, either repair or replace any part of the product that proves defective by reason of improper workmanship or materials.

No person, including any sales representative or other employee or agent of Draper, has the authority to (a) bind Draper to any warranty, representation or remedy except those expressly set forth herein or (b) modify, change, vary or increase this warranty or any remedy set forth herein.

TOTAL LIABILITY OF DRAPER UNDER THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND. REPAIR, REPLACEMENT OR REFUND ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL DRAPER BE LIABLE FOR ANY BACK CHARGES OR FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER RESULTING FROM THE PURCHASE, USE, MISUSE, INABILITY TO USE OR INABILITY TO INSTALL THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY DRAPER FOR THE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES. DRAPER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES BASED ON ORAL REPRESENTATIONS.

THIS LIMITED WARRANTY GIVES THE END USER SPECIFIC LEGAL RIGHTS, AND THE END USER MAY HAVE. OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Excluded Items

THIS LIMITED WARRANTY DOES NOT COVER DEFECTS CAUSED BY negligence; improper maintenance; improper storage; improper wiring; accident; misuse; installation not in accordance with printed installation instructions from Draper; abuse; impact or other force, whether prior or subsequent to installation; operation in a manner contrary to design or use in a manner contrary to or in excess of specifications, drawings or instruction of Draper; application other than intended use; use with electrical accessories or parts, including switches, relays or other accessory components not previously approved in writing by Draper; failure to comply with all written instructions and specifications from Draper; improper cleaning, maintenance, care or repair; normal wear and tear; fire, lightning, tornadoes or other acts of God; excessive electrical supply; contact with food; abnormal mechanical or environmental conditions; unauthorized disassembly, repair or modification; service by unauthorized provider; installation of unapproved third party products; buyer's remorse. This Warranty also does not apply to any product on which the original identification information has been altered, obliterated or removed, or which has been sold as second-hand.

IN ADDITION, WITH RESPECT TO THE DRAPER INTERIOR LINE OF FLEXSHADE PRODUCTS, THIS LIMITED WARRANTY DOES NOT COVER DEFECTS CAUSED BY use for non-interior applications or exposure to outdoor environmental conditions; contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like or extreme heat.

This Warranty does not apply to any defects or damage caused by, arising out of or related to the installation of the product. Because Draper is not responsible or liable for the installation of the product, the End User should contact the Dealer from which the End User originally purchased the product in the event of a claim related to installation.

Draper does not warrant any images or artwork reproduced, printed or placed on shade cloth by Draper or any other imaging supplier. Draper is not responsible or liable for fading, discoloration, color shifts or any other failure or defect in such images or artwork.

Draper does not warrant bead chains on any of its products.

Draper does not warrant against freight damage, concealed or otherwise.

Claims Procedure

To make a valid and proper claim under this Limited Warranty, the End User **must notify the Dealer from which it purchased the product within the applicable Warranty Period.** The Dealer will then work directly with Draper to process the warranty claim. Draper will take those steps it determines to be reasonable and necessary, including inspection of the product, to determine whether the product is defective by reason of improper workmanship or materials. If, in its sole discretion, Draper determines that the product is defective by reason of improper workman-ship or materials, Draper will replace or repair the product. **The End User shall not return the product unless requested to do so by the Dealer and/or Draper.**

Governing Law; Dispute Resolution

This Limited Warranty and the rights contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Indiana, without regard to its choice or conflict of law principles. Any legal action arising under or relating to Limited Warranty shall be settled by binding arbitration in the State of Indiana, unless otherwise agreed by Draper and the warranty holder. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs and expenses but not attorneys' fees. Each party shall bear its own attorneys' fees in connection with any such arbitration. Any such arbitration shall be conducted by an arbitrator experienced in window treatments or with legal experience required for such arbitration and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be enforced by a court of competent jurisdiction. All arbitration costs shall be shared by the parties unless otherwise ordered by the arbitrator.

Effective Date; Amendment

This Limited Warranty shall be effective as of May 19, 2021 and shall only apply to products purchased on or after such date.

Draper reserves the right to amend, modify or withdraw this Limited Warranty or any provisions herein at any time without notice to any party. Any such amendment, modification or withdrawal will not affect any product purchased prior to the date of such amendment, modification or withdrawal.

TERMS AND CONDITIONS

WARRANTY

EKO SEATING PRODUCTS ARE GUARANTEED TO BE FREE FROM DEFECTS IN DESIGN, MATERIAL, AND WORKMANSHIP, GIVEN NORMAL USE AND PROPER CARE, FOR 10 YEARS OF SINGLE-SHIFT SERVICE WITH THE EXCEPTIONS BELOW. THIS WARRANTY DOES NOT APPLY TO COMPONENTS NOT MANUFACTURED BY EKO INCLUDING TEXTILES, WHICH ARE SUBJECT TO THE SPECIFIC WARRANTIES OF THOSE MANUFACTURERS, IF ANY. TEXTILE (FABRIC, LEATHER, VINYL, OR ANY OTHER COVERING MATERIAL) SUPPLIERS DO NOT GUARANTEE THEIR PRODUCTS FOR DURABILITY AND COLOR FASTNESS, AND NOR DOES EKO. CASTERS, FOAM PADDING, MECHANICAL AND ELECTRICAL COMPONENTS HAVE A WARRANTY OF TWO YEARS FROM THE DATE OF PURCHASE. THE EKO WARRANTY DOES NOT APPLY TO COM SPECIFIED MATERIALS, DAMAGE CAUSED BY A CARRIER, OR VARIATION IN WOOD FINISHES DUE TO NATURAL WOOD COLOR VARIATION. EKO CANNOT BE HELD RESPONSIBLE FOR VARIATIONS IN FABRIC IN DYE LOTS FROM ORDER TO ORDER. ALL FABRIC IS CAREFULLY INSPECTED WHEN IT IS RECEIVED, BUT A DEGREE OF VARIATION IN COLOR SHOULD BE EXPECTED. REPAIR OR REPLACEMENT OF ANY DEFECT COVERED BY THE EKO WARRANTY WILL BE MADE AT NO CHARGE TO THE ORIGINAL PURCHASER DURING THE WARRANTY PERIOD. THIS WARRANTY POLICY DOES NOT APPLY TO DEFECTS RESULTING FROM NEGLIGENCE, MISUSE, ALTERATION, IMPROPER CLEANING, STAINS, OR ACCIDENTS. EKO'S JUDGMENT WILL BE FINAL IN ALL MATTERS CONCERNING THE CONDITION OF THE FURNITURE, THE CAUSE OR NATURE OF THE DEFECT, AND THE NECESSITY OR MANNER OF REPAIR. THIS WARRANTY APPLIES TO PRODUCTS SOLD TO THE ORIGINAL PURCHASERS ACQUIRING OUR PRODUCTS THROUGH AUTHORIZED DEALERS, DIRECTLY FROM EKO OR FROM OTHERS SPECIFICALLY AUTHORIZED TO SELL OUR PRODUCTS. SEATING PRODUCTS INTENDED FOR 24 HOUR USAGE OR HIGH TRAFFIC AREAS RECEIVE A WARRANTY OF 3 YEARS FROM DATE OF PURCHASE.

CUSTOMER SATISFACTION

IT IS THE PRIMARY GOAL OF EKO AND OUR TEAM TO ENSURE THE COMPLETE SATISFACTION OF OUR CUSTOMERS WITH OUR PRODUCTS AND PERFORMANCE. IF A PROBLEM ARISES WITH AN EKO PRODUCT AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD, EKO WILL EXERCISE ITS BEST EFFORTS TO ACHIEVE THE SATISFACTION OF THE CUSTOMER IN A MANNER THAT IS FAIR TO ALL CONCERNED.

CUSTOMER CARE HOURS

PLEASE NOTE CUSTOMER CARE HOURS ARE:
8:30 AM TO 5:00 PM EST MONDAY-THURSDAY
8:30 AM TO 3:30 PM EST FRIDAY
1.866.814.8EKO PHONE
1.615.676.4861 FAX
CSR@EKOCONTRACT.COM

TERMS AND CONDITIONS

NET 30 DAYS. ALL APPLICABLE SALES TAXES ARE EXTRA. DISTRIBUTION OF THIS PRICE LIST DOES NOT IN ITSELF CONSTITUTE AN OFFER TO SELL. ORDERS CAN BE RECEIVED ONLY FROM AUTHORIZED EKO DEALERS. ACCEPTANCE OF ANY ORDER AND TERMS OF SALE MAY BE ESTABLISHED AT THE DISCRETION OF EKO. DEPOSITS ARE REQUIRED FROM NEW ACCOUNTS AS WELL AS ON LARGE OR SPECIAL ORDERS. EKO RESERVES THE RIGHT TO DISCONTINUE DESIGNS, OR TO CHANGE DESIGNS, CONSTRUCTION, PRICES, OR MATERIALS WITHOUT NOTICE.

ORDERING AND ORDER ACKNOWLEDGEMENTS

PLEASE EMAIL ALL ORDERS TO SALES@EKOCONTRACT.COM. YOU WILL RECEIVE AN ORDER ACKNOWLEDGEMENT, WITH SHIP DATE OR TERMS OF PURCHASE, WITHIN 24 HOURS OF ORDER NOTIFICATION. THIS EMAIL IS FOR INCOMING ORDERS ONLY.

TO MAKE YOUR PURCHASE EXPERIENCE WITH EKO THE BEST POSSIBLE, MAKE SURE YOUR PURCHASE ORDER IS COMPLETE. MANY TIMES OUR PRODUCTS ARE NOT ORDERED COMPLETE. ORDERS WITH MISSING FINISH COLORS, LAMINATE COLORS, INCORRECT PRICING, AND OPTIONS NOT MATCHING DESCRIPTIONS WILL BE RETURNED TO CLIENTS AND MUST BE REVISED WITH CORRECTIONS AND RESENT TO EKO BEFORE AN ORDER IS PLACED. SEE PRODUCT PRICE LIST FOR ORDERING INSTRUCTIONS AND PLEASE DOUBLE CHECK YOUR ORDER PRIOR TO SENDING.

EACH ORDER WILL BE ACKNOWLEDGED VIA EMAIL OR FAX. THIS ACKNOWLEDGEMENT IS THE FINAL AGREEMENT BETWEEN EKO AND THE CUSTOMER, SUPERSEDING ALL PREVIOUS COMMUNICATIONS REGARDING THE PURCHASE ORDER. WHERE THERE IS A DISCREPANCY ON A PURCHASE ORDER BETWEEN THE PRODUCT CODE AND A DESCRIPTION, EKO WILL MAKE EVERY EFFORT TO RESOLVE THE DISCREPANCY, BUT WILL BE RULED BY THE PRODUCT CODE ORDERED. PLEASE CHECK ALL ACKNOWLEDGEMENTS FOR ACCURACY, AND ADVISE EKO OF ANY DISCREPANCIES WITH A PURCHASE ORDER.

IF YOU HAVE NOT RECEIVED AN ORDER ACKNOWLEDGEMENT AFTER 24 HOURS, PLEASE CONTACT BRANDI@EKOCONTRACT.COM FOR FURTHER ASSISTANCE.

ADVANCE SHIP NOTICE

AFTER SHIPMENT IS MADE, EACH ORDER WILL RECEIVE AN ADVANCE SHIP NOTICE (ASN) VIA EMAIL. YOU WILL RECEIVE A PDF OF THE SIGNED BILL OF LADING CONTAINING SHIP DATE, PRO NUMBER, AND CARRIER. INVOICES ARE ALSO SENT ALONG WITH THE ASN. HARD COPY INVOICES CAN BE MAILED UPON REQUEST.

TERMS AND CONDITIONS

CANCELLATION

A CANCELLATION CAN BE MADE ONLY BY EXPRESSED AGREEMENT WITH EKO. A CANCELLATION FEE WILL BE INCURRED ON ALL ORDERS NOT CANCELLED WITHIN 48 HOURS AFTER RECEIPT. FEES ARE BASED ON PERCENTAGE OF ORDER COMPLETED, I.E. FABRIC ORDERED, SHIPPING CHARGES, ETC.

DIMENSIONS

DIMENSIONS ARE IN INCHES AND APPROXIMATE, AND SUBJECT TO CHANGE WITHOUT NOTICE.
CONTACT CUSTOMER SERVICE IF DIMENSIONS ARE CRITICAL.

BLANKET WRAPPING

EKO WILL BLANKET WRAP SEATING ORDERS AT A CUSTOMER'S REQUEST. PLEASE INDICATE ON YOUR PURCHASE ORDER AND CONTACT CUSTOMER SERVICE. THIS OPTION IS AVAILABLE TO ON-SITE DELIVERIES IN **FULL TRUCKLOADS ONLY** AND IS AN EXTRA CHARGE. PLEASE CONTACT CUSTOMER SERVICE FOR QUOTE.

STORAGE POLICY

DUE TO LIMITED STORAGE SPACE, ORDERS WILL BE SHIPPED WHEN COMPLETED. ON ORDERS FOR WHICH PAYMENT HAS NOT BEEN RECEIVED, THE MERCHANDISE WILL BE MOVED TO A LOCAL STORAGE FACILITY AT THE CUSTOMER'S EXPENSE.
1 - 10 ITEMS, \$100 PER WEEK, 11 - 20 ITEMS, \$150 PER WEEK AND 21 ITEMS AND OVER \$250 PER WEEK.

CUSTOM CAPABILITIES

A PORTION OF OUR BUSINESS INVOLVE SOME TYPE OF CUSTOM WORK, AND WE INVITE OUR CUSTOMERS TO MAKE USE OF OUR CAPABILITIES. THESE INCLUDE:
1) CUSTOMIZATION OF STANDARD SIZE PRODUCTS
2) CUSTOM FINISHES
CUSTOM ORDERS REQUIRE ADDITIONAL PRODUCTION LEAD TIMES. CONTACT CUSTOMER SERVICE FOR MORE INFORMATION.

DAMAGED SHIPMENTS

ALL EKO PRODUCT IS CAREFULLY INSPECTED, PROTECTED WITH WELL-ENGINEERED PACKAGING. ALL SHIPMENTS LEAVE THE FACTORY IN GOOD CONDITION.
DO NOT REFUSE MERCHANDISE DAMAGED IN TRANSIT, AS EKO IS NOT RESPONSIBLE FOR DAMAGE TO GOODS WHICH OCCUR IN TRANSIT OR STORAGE.
IT IS THE PURCHASER'S SOLE RESPONSIBILITY TO EXAMINE THE GOODS UPON RECEIPT.

MANDATORY GUIDELINES FOR DAMAGED SHIPMENTS

1, NOTE ANY DAMAGE OR SHORTAGE ON THE BILL OF LADING

****EKO WILL NOT ACCEPT RESPONSIBILITY FOR SHORTAGES OR DAMAGES IF SIGNED FOR "CLEAR".**

0, PROVIDE DIGITAL PICTURES OF CARTONING AND DAMAGED PRODUCT

THIS MUST BE PROVIDED TO EKO TO FILE A PROPER FREIGHT CLAIM OR YOUR CLAIM WILL BE DENIED.

1, SEND INFO TO CSR@EKOCONTRACT.COM TO FILE A FREIGHT CLAIM

2, PLEASE PLACE A NEW ORDER USING THE SAME PO# + FRIEGHT CLAIM FOR THE ITEMS DAMAGED IN TRANSIT. WE WILL DO OUR BEST TO EXPEDITE THESE PRODUCTS AND CONFIRM THE ORDER.

3, EKO WILL DETERMINE TO DESTROY OR ISSUE RMA TO RETURN THE PRODUCTS AFTER THE REVIEW PROCESS. ITEMS MUST BE KEPT ACCESSABLE TIL THIS PRIORITY IS COMPLETE.

****WE ASK THAT ALL RETURNED PRODUCTS BE PACKAGED ADEQUATELY PRIOR TO PICK UP.**

****ITEMS SENT BACK UNCARTONED, IMPROPERLY PACKAGED, ETC. WILL BE BILLED TO DEALER.**

****CONCEALED DAMAGE CLAIMS MUST BE MADE TO EKO WITHIN 5 DAYS AFTER DELIVERY.**

****LIABILITY CEASES AFTER 5 DAYS.**

****ITEMS STORED IN UNCONDITIONED WAREHOUSES ARE NOT COVERED.**

RETURNS

NO MERCHANDISE MAY BE RETURNED WITHOUT EKO'S PRIOR WRITTEN CONSENT. IN THE EVENT OF AN AUTHORIZED RETURN, A RETURN MERCHANDISE AUTHORIZATION (RMA) NUMBER WILL BE ISSUED, AND A RESTOCKING CHARGE WILL APPLY. RETURN TRANSPORTATION CHARGES MUST BE PREPAID. UNAUTHORIZED RETURNS WILL NOT BE ACCEPTED AND WILL BE RETURNED FREIGHT COLLECT. ALL MERCHANDISE BEING RETURNED MUST BE PROPERLY PACKAGED IN ITS ORIGINAL OR COMPARABLE REPLACEMENT PACKAGING TO ENSURE PROTECTION OF THE PRODUCT DURING HANDLING AND TRANSPORTATION. RETURNS ON ORDERS DUPLICATED BY THE CUSTOMER MUST BE RECEIVED IN THEIR ORIGINAL PACKAGING TO BE ACCEPTED.

RETURN MERCHANDISE AUTHORIZATION

EKO'S WRITTEN AUTHORIZATION, IN THE FORM OF A RMA NUMBER, MUST BE OBTAINED PRIOR TO INCURRING CHARGES OF ANY KIND IF EKO IS EXPECTED TO PAY THESE CHARGES. THIS INCLUDES AUTHORIZATION FOR FIELD REPAIRS AND REPLACEMENTS, INSTALLATION AND DELIVERY CHARGES. EKO RESERVES THE RIGHT TO HAVE ITS REPRESENTATIVE INSPECT PRODUCT RELATED TO ANY REQUEST FOR SUCH AUTHORIZATIONS, PRIOR TO THAT AUTHORIZATION BEING PROVIDED. DEDUCTIONS FROM INVOICES PAID FOR ANY CHARGES TO EKO, WITHOUT PRIOR WRITTEN AUTHORIZATION IN THE FORM OF AN RMA, WILL NOT BE ACCEPTED. DIGITAL PHOTOGRAPHY MAY BE REQUIRED TO COMPLETE THE RMA PROCESS.

TERMS AND CONDITIONS

CARE AND MAINTENANCE WOOD FINISHES

THERE ARE SEVERAL STEPS THAT CAN BE TAKEN TO PROTECT AND PROLONG THE LIFE AND BEAUTY OF THE FINISH. DUST ONLY WITH A CLEAN, DRY CLOTH, GOING WITH THE GRAIN. CLEAN ANY MARKS WITH A DAMP CLOTH, USING A SMALL QUANTITY OF MILD SOAP OR DETERGENT. WHEN USING A DAMP CLOTH, DRY IMMEDIATELY WITH A CLEAN, DRY CLOTH. DO NOT USE ANY WAX-BASED POLISH, SPRAY OR SILICONE. EVENTUALLY, A FILM WILL BUILD UP AND DISCOLOR THE TOP. DO NOT PLACE YOUR FURNITURE IN A POSITION OF PERMANENT EXPOSURE TO DIRECT SUNLIGHT.

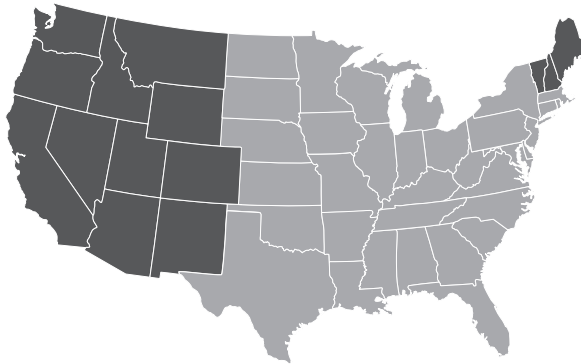
TEXTILE UPHOLSTERY

SEE SPECIFIC TEXTILE VENDOR FOR THEIR RECOMMENDED CLEANING INSTRUCTIONS.

FREIGHT PROGRAM

ALL SHIPMENTS ARE F.O.B. FACTORY AND FREIGHT PREPAID TO ONE CONTINENTAL UNITED STATES DESTINATION (EXCLUDING FUEL SURCHARGES.) EKO RESERVES THE RIGHT TO SELECT THE MOST APPROPRIATE F.O.B. POINT CARRIER, AND ROUTINGS ON ALL SHIPMENTS. NORMAL DELIVERIES ARE "DOCK TO DOCK" BASIS. NO CUSTOMER PICK UPS ALLOWED WITHOUT WRITTEN AUTHORIZATION. ALL PRICING SHOWN INCLUDES FREIGHT PREPAID FOR ORDERS OVER \$8,000 LIST. YOU MUST ADD A \$225 NET FREIGHT CHARGE PER ORDER IF LIST PRICE IS LESS THAN \$8,000.

THE FOLLOWING STATES INCLUDE FREIGHT PREPAID FOR ORDERS OVER \$12,000 LIST AND A \$350 NET CHARGE FOR ALL ORDERS BELOW \$12,000 LIST: WA, OR, CA, NV, AZ, NM, CO, UT, ID, MT, WY, ME, VT, NH.



NOTE: IF PURCHASING FROM ANY STATE LOCATED IN THE LIGHT AREA AND SHIPPING TO ANY STATE LOCATED IN THE DARK AREA, YOU MUST USE THE FREIGHT POLICY DEFINED FOR THE DARK AREA DESCRIBED ABOVE. EXAMPLE: ORDERS PURCHASED IN NORTH CAROLINA AND SHIPPING TO NEVADA THAT ARE OVER \$12,000 LIST PRICE QUALIFY FOR FREE FREIGHT. ORDERS BELOW THE \$12,000 THRESHOLD MUST ADD A NET FREIGHT CHARGE OF \$350 PER ORDER.

IF A CONTACT CARRIER OR FURNITURE ONLY CARRIER IS REQUIRED, DUE TO EITHER TIGHT DEADLINES OR NON-LTL PRODUCTS, ADDITIONAL CHARGES MAY APPLY. YOU WILL BE NOTIFIED IN ADVANCE OF ESTIMATED CHARGES VIA YOUR QUOTE.

NON-LTL DEFINED

SOME EKO PRODUCTS ARE CATEGORIZED AS NON-LTL, THESE ITEMS WILL REQUIRE ADDITIONAL FREIGHT FEES TO GUARANTEE A TROUBLE FREE DELIVERY VIA A CONTRACT OR FURNITURE ONLY CARRIER.

CURRENT PRODUCTS INCLUDE:

PICNIC TABLES - POWWOW ITEMS WITH HANGOUT LEDGES
MOZZO LOW STOW AND WORK TABLES

EKO RESERVES THE RIGHT TO APPLY FREIGHT SURCHARGES AT ANY TIME DUE TO MARKET CONDITIONS OR OTHER FACTORS BEYOND EKO'S CONTROL.

ADDITIONAL CHARGES: CALL AHEAD (\$40), LIFT GATE (\$200), RESIDENTIAL (\$175) OR INSIDE DELIVERY (CALL FOR PRICE), INSTALLATION SERVICES (PROVIDED BY DEALER) OR RUSH FEES (QUOTED) ARE NOT INCLUDED IN THE PRICING SHOWN.

IF ANY OF THE ABOVE ARE REQUIRED, THESE CHARGES WILL BE PREPAID AND ADDED TO THE NET INVOICE.

TEXTILES

TEXTILES AND GRADED-IN FABRIC PROGRAM

CLICK FOR:
[TEXTILES](#)
[GRADED-IN TEXTILE DATA BASE](#)

COM MATERIAL

SEE ONLINE CLICK HERE: [COM FORM](#)

ALL UPHOLSTERED ITEMS MAY BE ORDERED USING CUSTOMER'S OWN FABRIC OR VINYL MATERIALS (COM). PRICES LISTED UNDER COL REFER TO CUSTOMER'S OWN LEATHER.

YARDAGE REQUIREMENTS SHOWN IN THE PRICE LIST ARE BASED ON NON-DIRECTIONAL 54" MATERIAL. PLEASE NOTE, 54" WIDE ROLLS NEED TO BE 54" OF USABLE MATERIAL. THE FOLLOWING CONVERSION CHART SHOULD BE USED TO DETERMINE REQUIREMENTS WHEN COM IS 54" WIDE AND HAS A REPEAT.

REPEAT	ACROSS ROLL	UP THE ROLL	2 WAY REPEAT
1 - 5"	ADD 10%	ADD 15%	ADD 15%
6 - 9"	ADD 15%	ADD 20%	ADD 25%
10 - 13"	ADD 20%	ADD 25%	ADD 30%
14 - 20"	ADD 25%	ADD 30%	ADD 35%
21 - 27"	ADD 30%	ADD 35%	ADD 40%
28 - 34"	ADD 35%	ADD 40%	ADD 45%

THESE PERCENTAGES ARE FOR ESTIMATING PURPOSES ONLY. EKO WILL NOT BE HELD RESPONSIBLE FOR SHORT-AGES ON COM PRODUCTS. IF YOU WOULD LIKE ASSISTANCE, PLEASE SEE OUR WEBSITE FOR FABRIC DIAGRAMS AND EMAIL COMPLETED DIAGRAMS TO EKO ORDER ENTRY AT SALES@EKOCONTRACT.COM. EKO WILL, AT NO CHARGE, CALCULATE THE REQUIRED YARDAGE FOR YOUR PROJECT AND RETURN WITHIN 24 HOURS.

THERE MAY BE AN UPCHARGE ABOVE COM PRICE FOR COMBINATION UPHOLSTERY (TWO OR MORE COM'S) APPLIED TO THE SAME CHAIR. PLEASE CALL FACTORY AND ATTACH DIAGRAM OF HOW TO APPLY MULTIPLE FABRICS AND WELT IF APPLICABLE. COM ORDERS CANNOT BE SCHEDULED INTO PRODUCTION UNTIL THE FABRIC HAS ARRIVED AND INSPECTION IS COMPLETE.

SEND ALL COM MATERIALS FREIGHT PAID TO:

EKO
ATTN: COM DEPARTMENT
145 RYMER ROAD, NE
CLEVELAND, TN 37323

TO HELP US EXPEDITE YOUR ORDER, EMAIL ALL COM TRACKING INFORMATION TO: SALES@EKOCONTRACT.COM

CLEARLY MARK ALL MATERIALS WITH THE FOLLOWING: DEALER'S NAME, EKO ACKNOWLEDGEMENT NUMBER, PURCHASE ORDER NUMBER, MODEL NUMBER AND QUANTITY OF ITEM TO BE COVERED. FAILURE TO PROVIDE YOUR CUSTOMER PURCHASE ORDER NUMBER ALONG WITH COM WILL CAUSE A DELAY IN PROCESSING YOUR ORDER.

IN TODAY'S MARKET, SOME FABRIC'S ARE "REVERSIBLE", IT IS EXTREMELY IMPORTANT TO SEND US A SWATCH OF COM WITH THE EXPOSED SIDE MARKED AS SUCH. ON ORDERS SPECIFYING COM/COL, PLEASE SUPPLY FOLLOWING: APPLICATION INSTRUCTIONS FOR STRIPED/PATTERNED OR REVERSIBLE FABRICS. IN THE ABSENCE OF SPECIAL INSTRUCTION, EKO RESERVES THE RIGHT TO USE THEIR OWN JUDGMENT AND WILL APPLY THE FABRIC IN WHAT IS DETERMINED TO BE THE BEST MANNER.

WE RESERVE THE RIGHT TO REJECT ANY COVERING THAT, IN OUR PROFESSIONAL OPINION, IS UNSUITABLE FOR UPHOLSTERY PURPOSES. EKO'S APPROVAL SIGNIFIES ONLY THAT THE MATERIAL IN QUESTION CAN BE APPLIED TO THE PRODUCTS FOR WHICH INTENDED. THIS APPROVAL DOES NOT CONSTITUTE ANY RESPONSIBILITY NOR ANY WARRANTY ON THE PART OF EKO AS TO APPEARANCE, BEHAVIOR OR DURABILITY OF COM.

EKO WILL NOT BE RESPONSIBLE FOR, HOW AN UPHOLSTERY MATERIAL WEARS IN AN INSTALLATION SETTING. WE WILL NOT BE HELD RESPONSIBLE FOR WEAR, FADING, STRETCHING OR PERFORMANCE OF ANY COVERING MATERIALS WHETHER SUPPLIED BY THE BUYER OR BY OUR SOURCES. VINYL UPHOLSTERY MATERIALS MUST BE THE EXPANDED TYPE REINFORCED WITH ELASTIC BACKING. WE SHALL NOT BE HELD RESPONSIBLE FOR BLEMISHES OR PLATEMARKS, OR DIFFERENCES IN COLOR OR TONE BETWEEN COVERING MATERIAL SUPPLIED AND SAMPLES FROM WHICH THE CHOICE WAS MADE. EKO CANNOT BE HELD RESPONSIBLE FOR DEFECTS, COLOR INACCURACIES, DYE LOT VARIATIONS AND OTHER SUCH FLAWS. WE INSPECT FABRICS FOR MILL IMPERFECTIONS, SOME ARE DIFFICULT TO RECOGNIZE.

EXCESS COM WILL NOT BE STORED OR RETURNED UNLESS VERY CLEARLY INDICATED ON PURCHASE ORDER.

TEXTILES

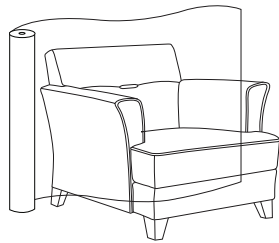
COL LEATHER

PUBLISHED SQUARE FOOTAGE FOR COL IS BASED ON HIDES MEASURING A MINIMUM OF 50 TO 55 SQUARE FEET. HALF HIDES ARE NOT ACCEPTABLE. ON SMALLER HIDES, ADD 15 PERCENT TO THE COL REQUIREMENT. ALL SQUARE FOOTAGE REQUIREMENTS ARE BASED ON USABLE FOOTAGE. THE SHAPE OF THE HIDE, EXCESSIVE HOLES, CUTS OR OTHER UNUSABLE IMPERFECTIONS MAY MAKE IT NECESSARY FOR US TO REQUEST MORE LEATHER AFTER COL IS RECEIVED. DUE TO VARIATION IN THICKNESS OF LEATHER, IT IS IMPORTANT TO SEND A 4" X 4" SWATCH FOR APPROVAL. EKO APPROVAL SIGNIFIES ONLY THAT SUCH LEATHER CAN BE APPLIED TO THE PRODUCTS INTENDED. SUCH APPROVAL DOES NOT CONSTITUTE ANY RESPONSIBILITY NOR ANY WARRANTY ON THE PART OF EKO AS TO APPEARANCE, BEHAVIOR OR DURABILITY OF COL.

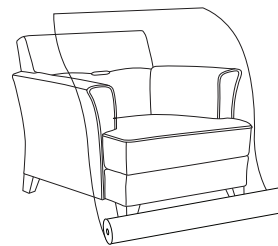
EXCESS COL WILL NOT BE STORED OR RETURNED UNLESS VERY CLEARLY INDICATED ON PURCHASE ORDER.

TEXTILE DIRECTION

CR CROSS THE ROLL
RAILROADED



UR UP THE ROLL



FABRIC UPGRADES

FIRE RETARDANCY REQUIREMENTS CALIFORNIA TECHNICAL BULLETIN 117 AND CALIFORNIA TECHNICAL BULLETIN 133

ALL STANDARD UPHOLSTERED SEATING AND THE RESILIENT FILLING MATERIALS USED IN THE MANUFACTURING OF ALL UPHOLSTERED SEATING BY EKO MEET OR EXCEED THE FLAME REQUIREMENTS OF STATE OF CALIFORNIA, DEPARTMENT OF CONSUMER AFFAIRS, BUREAU OF HOME FURNISHINGS AND THERMAL INSULATION, TECHNICAL BULLETIN 117 AND NATIONAL FIRE PREVENTION ASSOCIATION STANDARD METHOD 261. COMPLIANCE WITH THESE REQUIREMENTS IS INDICATED BY THE LABEL ATTACHED TO THE SEAT BOTTOM.

CAL 133 FOAM UPCHARGE

CAL 133 CALIFORNIA TECHNICAL BULLETIN 133 IS A FLAMMABILITY TEST. EKO PRODUCTS, IN COMBINATION WITH NON-FLAMMABLE FABRICS CAN BE MANUFACTURED TO MEET THE REQUIREMENTS FOR CERTIFICATION TO THIS TEST. A DOUBLE UPHOLSTERY METHOD IS USED, INCORPORATING A FIRE-RETARDANT BARRIER THAT, IN COMBINATION WITH FIRE RETARDANT FOAM, FIRE RETARDANTS IN WOOD FINISHES, AND FABRICS WITH SOME NATURAL FIBER CONTENT, MAY PASS THE CAL 133 FIRE TEST. AN UPCHARGE OF \$60 LIST PER YARD OF UPHOLSTERY IS APPLICABLE TO INCORPORATE THE ELEMENTS LISTED ABOVE. THE APPLICATION OF THIS UPCHARGE AND THE MATERIALS NOTED DOES NOT CERTIFY THAT THE SPECIFIC CONFIGURATION OF PRODUCT AND UPHOLSTERY IS TESTED AND OFFICIALLY CERTIFIED. IF ACTUAL CERTIFICATION IS REQUIRED, A CHARGE OF \$500, PLUS THE COST OF THE PRODUCT TO BE TESTED, IS APPLICABLE. THE TESTING PROCESS REQUIRES AT LEAST SEVERAL WEEKS OF ADDITIONAL LEAD TIME. EKO ASSUMES NO RESPONSIBILITY FOR COMPOSITE TESTING OR THE CERTIFICATION OF SPECIFIC CONFIGURATIONS OF PRODUCT AND UPHOLSTERY TO THE CAL 133 FLAMMABILITY TEST. SOME SPECIFIC CONFIGURATIONS OF PRODUCT AND UPHOLSTERY HAVE BEEN TESTED. PLEASE CONTACT CUSTOMER SERVICE FOR MORE INFORMATION.

MOISTURE BARRIER UPCHARGE

MOISTURE BARRIERS THAT ARE DESIGNED TO PREVENT MOISTURE FROM PENETRATING THE FOAM AND OTHER FILLING MATERIALS ARE AVAILABLE ON MOST ITEMS AT AN ADDITIONAL UP-CHARGE. MOISTURE BARRIERS ARE APPLIED BETWEEN THE UPHOLSTERY COVER AND FILLING MATERIALS. THE FOLLOWING UP-CHARGES APPLY TO EACH SURFACE ON WHICH THE PROTECTIVE BARRIER MAY BE APPLIED.

SEAT	\$45.00 LIST
BACK	\$45.00 LIST
ARMS	\$45.00 LIST (PER ARM)

TEXTILES

FABRIC UPGRADES

MULTIPLE UPHOLSTERY COVER UPCHARGE

MOST ITEMS CAN BE MANUFACTURED WITH A COMBINATION OF COVERS INCLUDING: VINYL AND FABRIC, LEATHER AND FABRIC, OR CONTRASTING FABRICS. MULTIPLE COVER UPHOLSTERY OPTION SHOULD BE CLEARLY INDICATED ON THE CUSTOMER'S PURCHASE ORDER. FABRIC DIAGRAMS ARE AVAILABLE FOR EACH PRODUCT ONLINE AT WWW.EKOCONTRACT.COM

THERE IS AN EXTRA CHARGE FOR MULTIPLE UPHOLSTERY COVER APPLICATIONS:

COM GRADE

TWO COVERS \$100.00 LIST PER LINE ITEM*
THREE COVERS \$125.00 LIST PER LINE ITEM*

1-11 GRADES

USE THE HIGHER OF THE 2 GRADES SPECIFIED. IF TEXTILES ARE THE SAME GRADE ADD THE COM GRADE UPCHARGES ABOVE.

*PER LINE ITEM

WHEN ORDERING SEVERAL UNITS THAT ARE EXACTLY THE SAME MODEL, COLOR AND APPLICATION, ADD ONLY \$100 LIST PER LINE ITEM. EXAMPLE: 32041/53 2-TONE, MAHARAM CHIME, MOMENTUM BRAVO, DIAGRAM ATTACHED – QTY. 6. (THERE WOULD BE A ONE-TIME CHARGE OF \$100 LIST FOR ALL 6 CHAIRS.)

SAMPLE FABRIC DIAGRAM

FABRIC DIAGRAMS ARE AVAILABLE FOR EACH PRODUCT ONLINE AT WWW.EKOCONTRACT.COM

EKO WILL NOT BE HELD RESPONSIBLE FOR SHORTAGES ON COM PRODUCTS. IF YOU WOULD LIKE ASSISTANCE, PLEASE SEE OUR WEBSITE FOR FABRIC DIAGRAMS AND EMAIL COMPLETED DIAGRAMS TO EKO ORDER ENTRY AT SALES@EKOCONTRACT.COM. EKO WILL, AT NO CHARGE, CALCULATE THE REQUIRED YARDAGE FOR YOUR PROJECT AND RETURN WITHIN 24 HOURS.



SURFACE MATERIALS

SURFACES

CLICK HER FOR WOOD, LAMINATE AND PAINT SURFACES: [SURFACES](#)

CUSTOM WOOD FINISHES

SEE END OF SECTION FOR REQUIRED CUSTOM WOOD FINISH FORM, OR CLICK HERE: [CUSTOM FINISH FORM](#)

ADD 6% LIST TO YOUR ORDER FOR SPECIAL FINISHES, MINIMUM CHARGE IS \$300 LIST PER FINISH PER ORDER. (FOR EXAMPLE, ON ALL ORDERS UP TO \$5000 LIST AN UPCHARGE OF \$300 LIST WILL APPLY, ON ORDERS \$5000 LIST AND UP ADD 6% LIST TO ORDER.) NO UPCHARGE FOR SPECIAL FINISHES ON ORDERS EXCEEDING \$50,000 LIST. FOR ORDERS WITH SPECIAL FINISHES, A SAMPLE THAT IS A MINIMUM 3" BY 3" MUST BE RECEIVED WITH THE ORDER. SPECIAL FINISHES MAY ADD ADDITIONAL LEAD TIME TO PRODUCTION SCHEDULES. SINCE WOOD IS A NATURAL PRODUCT, SOME VARIATIONS INGRAIN, COLOR AND STAIN ACCEPTANCE WILL OCCUR. IN OUR FINISHING PROCESSES, WE TRY TO MINIMIZE VARIATIONS, BUT SOME VARIATION BETWEEN SAMPLES AND FINISHED GOODS SHOULD BE ANTICIPATED. SEE BACK OF PRICE LIST FOR REQUIRED CUSTOM WOOD FINISH FORM.

OTHER LAMINATE SUPPLIERS

MOST LAMINATE SUPPLIERS STOCK A MULTITUDE OF COLORS AND PATTERNS. THE FOLLOWING LAMINATES ARE ACCEPTABLE FOR APPLICATION ON EKO PRODUCTS AS THEY FEATURE A MATTE FINISH. THERE IS A FIVE TABLE MINIMUM WHEN USING NON-STANDARD LAMINATES NOT LISTED IN OUR PRICE LIST.

NEVAMAR: ALL LAMINATES WITH "T" IN THE SUFFIX (I.E., MR2002T)
WILSONART: ALL LAMINATES WITH "60" IN THE SUFFIX (I.E., 4779-60)
ARBORITE: ALL LAMINATES WITH "CA" IN THE SUFFIX (I.E., 1531-CA)
PIONITE: ALL LAMINATES WITH "SUEDE" IN THE NAME (I.E., WW561 SUEDE)
FORMICA: ALL LAMINATES WITH "58" IN THE SUFFIX (I.E., 756-58)

ADDITIONAL LAMINATE CODES MAY BE ACCEPTABLE FOR USE ON EKO FURNITURE, HOWEVER, THEY MAY BE SUBJECT TO AN ADDITIONAL UPCHARGE OR EXTENDED LEAD TIME DUE TO MATERIAL COMPLEXITY. HIGH SHEEN LAMINATES ARE NOT ACCEPTABLE FOR APPLICATION ON EKO FURNITURE DUE TO THEIR INHERENT NATURE OF SCRATCHING AND MARRING DURING THE PRODUCTION PROCESS. PLEASE CONTACT EKO CUSTOMER SERVICE FOR ADDITIONAL INFORMATION.



COM FORM

(THIS FORM MUST ACCOMPANY YOUR ORDER)

SEND FORM TO:

EMAIL: SALES@EKOCONTRACT.COM
FAX: 615-676-4861

LEADTIME

THE LEADTIME FOR YOUR ORDER IS DIRECTLY RELATED TO WHEN THE COM FABRIC IS RECEIVED.

COMPANY NAME
ADDRESS
CITY / STATE / ZIP
TELEPHONE
EMAIL ADDRESS
PO NUMBER
FABRIC SUPPLIER
FABRIC PATTERN / COLOR
SHIPPING TRACKING NUMBER
YARDAGE PER ITEM SENT
APPLY TO EKO MODEL <input type="checkbox"/> BEST WAY <input type="checkbox"/> CROSS ROLL (RAILROADED) <input type="checkbox"/> UP ROLL <input type="checkbox"/> LINE MATCH <input type="checkbox"/> MULTIPLE FABRICS* <small>UPHOLSTERY DIAGRAM MUST BE COMPLETED WHEN SELECTING THIS OPTION. GO TO: WWW.EKOCONTRACT.COM CLICK PRODUCT AND THEN CLICK FABRIC DIAGRAM.</small>



CUSTOM FINISH MATCH FORM

(THIS FORM MUST ACCOMPANY YOUR ORDER)

SEND SAMPLE AND FORM TO:

EKO CONTRACT
ATTN: BRANDI
145 RYMER ROAD, NE
CLEVELAND, TN 37323

LEADTIME

THE LEADTIME FOR YOUR ORDER IS DIRECTLY RELATED TO WHEN THE FINISH MATCH SAMPLE IS APPROVED. ALL FINISH SAMPLES WILL BE SHIPPED BACK TO YOU FOR FINAL APPROVAL BEFORE THE ITEMS ARE FINISHED. PLEASE ALLOW 10 BUSINESS DAYS FOR FINISH MATCH SAMPLES.

COMPANY NAME
ADDRESS
CITY / STATE / ZIP
TELEPHONE
EMAIL ADDRESS
PO NUMBER
SUPPLIER / FINISH COLOR
SHIPPING TRACKING NUMBER
APPLY TO EKO MODEL(S)

WARRANTY

National Recreation Systems, Inc. ("company") warrants to owner ("owner") products to be free from defects in material and workmanship, after proper assembly, and under normal conditions for the type of product, according to the following terms and conditions:

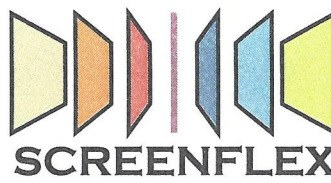
- A) 1 YEAR WARRANTY - failure of structural strength of any framework component.
- B) 5 YEAR WARRANTY - aluminum plank will not blister, crack, peel or flake due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.
- C) The warranty period shall begin from the date title to the goods passes to the owner (typically F.O.B. Factory).
- D) Damages resulting from improper usage, abuse, alteration, negligence, transportation, fire, lightning, caustic chemicals, acts of God, improper maintenance or other causes beyond the control of the "company" are excluded.
- E) Any claim for defects covered by warranty shall be promptly presented, in writing, to NATIONAL RECREATION SYSTEMS, INC., Fort Wayne, IN 46858-1487, Attention: Warranty Service Department. The "company" then shall provide "owner" written instruction for remedy.
- F) Should defects covered by warranty occur the "company" shall repair or replace, at its option and at no cost to the "owner", the defective "product" or defective portion thereof subject to the terms and conditions of the warranty.

The "company" shall not be liable to the "owner" for consequential damages for breach of any written or implied warranty on its "products", and shall not be liable to the "owner" for any incidental damages, for breach of any written or implied warranty unless incurred by the "owner" because the "company" did not perform any remedy hereunder within a reasonable time or because the "company" has imposed an unreasonable duty upon the "owner" as a condition of securing any remedy hereunder. "Owner's" exclusive remedy and damages shall be limited to the repair or replacement of defective "products" as provided herein. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

This writing contains the entire agreement between the "company" and the "owner", and the warranties expressed in the first paragraph herein excludes all other warranties, such as those made by dealers, distributors, contractors, or applicators of the "products" of the "company".

All warranties, either expressed or implied, of merchantability of fitness for a particular purpose are limited to the term hereof. Some states do not allow limitations in how long an implied warranty lasts, therefore, the above limitation may not apply to the "owner".

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.



The World's Highest Quality Portable Room Dividers!

Warranty Statement

Manufacturer warrants its products to the original purchaser to be free from defects in workmanship and material for three (3) years from the date of delivery. This limited warranty does not cover misuse, abuse, improper storage, neglect, or damage beyond the control of the manufacturer. Manufacturer's obligation under this warranty shall be limited to the repair or exchange of any part which proves defective under normal use and service. Manufacturer reserves the right to modify specifications, design, and materials without prior notice. Products are manufactured by Screenflex Portable Partitions Inc., Lake Zurich, Illinois.

UBTECH Warranty

UBTECH Robotics Corp. Physical Product Warranty & 30-Day Return Policy

UBTECH Robotics Corp. offers the following coverage for your robots and accessories (the “Product”):

1. For thirty (30) days after order shipment date, UBTECH Robotics Corp. will refund the purchase price or exchange the product.
2. For one (1) year after purchasing the product, you will be covered by our limited warranty

30-Day Return Policy

If you are not satisfied with your product within 30 days of order shipment, you may return it by completing a UBTECH Robotics Corp. Return Material Authorization (“RMA”). The RMA may be obtained by contacting ubtechedu.support@ubtrobot.com or +1 800-276-6137. We must receive the returned product within 10 days after the RMA is issued. It is UBTECH Robotics Corp.’s responsibility to prepay all shipping charges if the purchased product is defective. Since there is the potential of loss or damage to the product while in transit, we recommend customers to use a tracking method with the return shipment.

- If the product is unused, in new condition, and in the original packaging (including accessories, manuals, documentation, and registration shipped with the product), it can be returned within 30 days following the date of shipment and UBTECH Robotics Corp. will exchange it or refund 100% of the purchase price. The customer is responsible for paying the cost for return shipping back to UBTECH Robotics Corp.
- If the product was opened and used, it can be returned within 30 days following the date of shipment. There is no restocking fee, but the customer is responsible for paying the cost for return shipping back to UBTECH Robotics Corp. and must use cushioned packaging, bubble wrap, or similar protective measures. Exchange or refund depends on conditions below.
- UBTECH Robotics Corp. retains the right to refuse refund (a) without a UBTECH Robotics Corp. RMA, (b) beyond the 30 days return period, or (c) without proper protective packaging.
- The customer must allow a minimum of 2 weeks for UBTECH Robotics Corp. to credit the account used for original purchase. Shipping and handling charges, gift-wrap fees, and taxes and duties (e.g., state, customs, VAT) are not part of the original purchase price and are not refundable.
- The RMA number must be included with the returned product to process your refund.

A product is returnable when one of the following conditions are met:

1. Product is returned within 30 days since purchase and has no existing quality issues that can impact future resale of product (i.e. outer packaging unopened with product, accessories, charger, and manual included).

2. Product is returned within 30 days since purchase and has quality defects caused by non-human factors.
3. Product or part replacement returned within 30 days since replacement shipment after original product or part previously replaced once and quality defects continue to exist.

Return replacement request will be denied if any of the following conditions exist:

1. Return requests are proposed beyond 30 days since purchase day.
2. The bar code label on the UBTECH Robotics product has been altered or damaged.
3. Purchase evidence or receipt cannot be provided or they are altered/damaged.
4. Outer packaging, manual or charger is missing or damaged.
5. Damage caused by human factors (i.e. indents, cracks, scratches, etc.)
6. Damage caused by abnormal use (i.e. impact compression, immersion in liquid, repetitive servo rotation errors).
7. Damage caused by user disassembly or modification (i.e. installation, alteration or disassembly performed by unauthorized agent or personnel).
8. Damage by force majeure (i.e. fire, floods, earthquake, etc.).

1 Year Limited Warranty: Physical Product

If product quality defects are caused by non-human factors within warranty period (the main control, battery and the switch of the robot has 12-month guaranty, servos and cables have 3-month guaranty)

Paid Repair Service

If ALL the above-mentioned conditions cannot be satisfied, customers need to pay for the maintenance labor costs, parts replacement expenses and express fee for return of their own.

Maintenance, Repair, and Replacement Conditions

1. In the limited warranty period, UBTECH Robotics Corp. or authorized agents will use factory-approved parts to repair or replace any defective product or part thereof (including software), the available products shall be returned to the user, and all replaced parts will belong to UBTECH Robotics Corp. Expense of repair, replacement and labor cost will not be charged.
2. If a problem with UBTECH Robotics product occurs during the warranty period of store the product was purchased from, the customer can return the product to the store or send it to UBTECH Robotics Corp. for repair or replacement. If warranty period of store has expired, according to the general service policy of company, related maintenance costs and cost of replacement parts shall be charged to users.
3. If damage is caused by improper operation, UBTECH Robotics Corp. will not assume any responsibility. If damage is caused by the UBTECH product itself, the company will be liable within the product price range.
4. The warranty does not include optional accessories such as adapters. The company does not guarantee to provide on-site service in any region throughout the country.
5. All products have a 2-year paid warranty service since the shutdown notice.
6. *Maintenance Freight Processing:* UBTECH Robotics Corp. is responsible for maintenance and

repair of products within warranty period; customers are responsible for covering the cost of shipment to UBTECH Robotics Corp. or authorized agent and UBTECH Robotics Corp. is responsible for the cost of shipment back to customers.

7. The delivery cost of replacement will be one of the following:
 - If problems with the UBTECH Robotics product is a quality issue or caused by the product itself, UBTECH Robotics Corp. is responsible for the shipment cost.
 - If problems with product stem from customer's preferences (inappropriate choice, mistaken purchase, dissatisfaction with product, etc.), the customer is responsible for the shipment cost.
8. Any quality problems within warranty period and due to non-human factors can be repaired for free. Any quality problems beyond the warranty period or problem caused by human factors within warranty period shall be paid by customers.
9. Maintenance costs are according to *Product Maintenance Costs Standard of UBTECH Robotics Corp.* All the agents will charge according to this standard.

Instructions to Obtain Warranty Service:

Contact (ubtechedu.support@ubtrobot.com) to determine if your Product is eligible for warranty replacement. If you qualify, you must return the Product with the provided shipping label in either its original packaging or packaging providing an equal degree of protection, to the address specified by us. In accordance with applicable law, we may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during service, and we will not be responsible for any such damage or loss.



Exhibit D – Additional Discounts

School Specialty will offer an additional 5% discount for total award by an AEPA member for any of their projects that utilizes our Projects by Design Program.

Association of Educational Purchasing Agencies

Tabulation Report IFB #022-A - Furniture

Vendor: Special-T, LLC

General Comments: Part C_AEPA 022_State Specific Forms_Special-T_Dealers_Combined

General Attachments: Exhibit B_Marketing Plan_Special-T.pdf
Exhibit C_Warranty Document_Special-T_AEPA 022.pdf *Confidential
Part B_AEPA 022_Special-T_Authorized Distributors_Frt_combined.pdf
Part C_AEPA 022_State Specific Forms_Special-T_Dealers_Combined.pdf
Part D_AEPA 022-A - Questionnaire _Special-T_Final.pdf
Part E_Signature Forms_AEPA 022_Special-T.pdf
Part F_Pricing Schedule_AEPA 022_Special-T_Safe-T.xlsx
Special-T_AEPA 022-A_Furniture_Table Bases_price-list_08252021.pdf
Special-T_AEPA 022-A Furniture_Table_price-list_08252021.pdf
Special-T_Safe-T_AEPA 022-A - B Furniture_Screens_Barriers_price-list_02.2021.pdf
Special-T_Safe-T_AEPA 022-B H-W_Air Purification System Price List 0621.pdf

All price files and catalogs on file; available upon request.

Company Information

Name of Company: SPECIAL-T, LLC

Company Address: 11820 WILLS ROAD, SUITE 140

City, State, zip code: ALPHARETTA, GA 30009-2056

Website: WWW.SPECIALT.NET

Contact Person: LISA POLILLO

Title: CONTRACT ADMINISTRATOR

Phone: 678-421-8001

Email: LISA@SPECIALT.NET

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: _____ public company privately owned company

In what year was this business started under its present name? 4/21/2016

Under what additional, or, former name(s) has your business operated? GLOBAL RESOURCE ALLIANCE

Is this business a corporation? No _____ Yes. If yes, complete the following:

Date of Incorporation: _____

State of Incorporation: _____

Name of President: _____

Name(s) of Vice President(s): _____

Name of Treasurer: _____

Name of Secretary: _____

Is this business a partnership? _____ No Yes. If yes, complete the following:

Date of Partnership: 4/21/2016 (Date of Organization)

State Founded: Georgia (State of Organization)

Type of Partnership, if applicable: Limited Liability Company (TAXED as Sub Chapter S Corp)

Name(s) of General Partner(s): Stephen Rozeboom (Managing Member)

Is this business individually owned? No _____ Yes. If yes, complete the following:

Date of Purchase: 8/1/2016

State Founded: Georgia

Name of Owner/Operator: Stephen Rozeboom - 95%; Lisa Rozeboom - 5%

Is this business different from those identified above? No _____ Yes
If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? No _____ Yes

Is this business minority-owned?

No Yes

Does this business have an Affirmative Action plan/statement?

No Yes

Business Headquarter Location

Business Address 11820 WILLS ROAD, SUITE 140
 City, State, zip code ALPHARETTA, GA 30009-2056
 Phone 678-879-0777
 How long at this address? 11 yrs

Business Branch Location(s)

Branch Address _____
 City, State, zip code _____
 Branch Address _____
 City, State, zip code _____
 Branch Address _____
 City, State, zip code _____
 Branch Address _____
 City, State, zip code _____

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	868,610	870,108	660,000
Higher Education Institutions	2,084,664	2,088,260	1,584,000
Counties, Cities, Townships, Villages	173,722	174,022	132,000
States	1,737,220	1,740,217	1,320,000
Other Public Sector & Non-profits	173,722	174,022	132,000
Private Sector	12,334,265	12,355,541	9,372,000
Total	17,372,203	17,407,170	13,200,000

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	868,610	870,108	660,000
Higher Education Institutions	2,084,664	2,088,260	1,584,000
Counties, Cities, Townships, Villages	173,722	174,022	132,000
States	1,737,220	1,740,217	1,320,000
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Private Sector	12,334,265	12,355,541	9,372,000
Total	17,372,203	17,407,170	13,200,000

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Lisa Polillo	Contract Administrator	678-879-0777 ext. 2237	lisa@specialt.net
Sales Manager	Ian Hicks	VP Sales	678-879-0777	ihicks@specialt.net

Customer & Support Manager	Leigh Anna Aubin	Customer SSvc Mgr	678-879-077 ext. 2230	leighanna@specialt.net
Distributors, Dealers, Installers, Sales Reps	Ian Hicks	VP Sales	678-879-0777	ihicks@specialt.net
Consultants & Trainers	Jack Salter Alexander Keen	Reg Sales Mgr GA Rep	704-200-6425 770-833-8511	jack@specialt.net alexander@specialt.net
Technical, Maintenance & Support Services	Brandon Rayburn	V P Operations	678-879-0777	brandon@specialt.net
Quotes, Invoicing & Payments	Customer Service Carol Bulkley	Quotations	678-879-0777 678-421-8002	Customerservice@specialt.net carol@specialt.net
Warranty & After the Sale	Customer Service	Customer Service	678-879-0777	customerservice@specialt.net
Financial Manager	Dmitri Denissouk	CFO	678-879-0777	dmitri@specialt.net

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
3 Direct Employees	Alpharetta	GA
58 Manufacturers Representatives	(see attached Manf Rep List)	Covering All 50 states, Washington, DC & Outlying territories

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

We have a 30/60/90 Day Sales Implementation Plan tailored for Supplier's Teams and AEPA Members' teams. E.g. Tasks include: 1 – 10 Days: Draft Email announcement of AEPA Contract award to our national sales representatives. Create a Contract Information Sheet providing member and contract details. 7 – 15 Days: AEPA to provide Members List to the Special-T sales force. 10 – 15 Days: Schedule Sales Call with nationwide representatives to formally present and discuss the AEPA organization and membership. Presentation to address the Members' ordering, shipment, payment processes; review of contracted products; contract effective dates; referral of agencies not presently members of AEPA to the AEPA website, office or field contact, etc. 15 – 60 Days: Hold sales meetings with sales representatives to continue to reinforce the use of the AEPA with the member agencies and resellers. 30 – 90 Days: Consumer Calls with local furniture dealers to schedule to present selected Special-T products to agencies requesting furniture recommendations during the upcoming contract period.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

All Special-T products are available for distribution through our Office Furniture Dealer network throughout the 50 United States, U.S. Territories and Outlying Areas. Special-T, LLC has a national organization of Manufacturers' Representatives that cover these territories and report to our V. P. of Sales and Regional Sales Managers. These reps have represented Special-T products for many years and are a reliable resource for our field sales and product training efforts. Scheduling preliminary site visits or webinars to consult and discuss project requirements and best product solutions; product training, best-practices, etc. to fulfill the needs of AEPA members is their primary focus. Special-T, LLC has relationships with over 2,000 local distributors throughout the U.S., Wash., D.C. and Outlying territories. Our factory sales staff, Mfr Reps network, along with local distributor reps, are available to present Special-T products, features and benefits to the AEPA Members through consumer calls, Lunch & Learns, sales meetings, re-seller introductions at no additional cost to the AEPA Member. An AEPA member may request support from our field sales staff and/or distributor to provide product presentation, features & benefits training,

installation details, review of products and programs, online sales support and other necessary information in support of the addition of the AEPA contract.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Special-T, LLC can supply and support numerous categories outlined in the Part B Scope of Work, including Ancillary, Classroom, Office, Special, Cafeteria, Library/Media and Other furniture. We offer base table and desk units in addition to a wide and comprehensive offering of additional options/add-ons that enable the AEPA member to customize the furniture to best suit their requirements, e.g. power, data, protective screens & barriers, monitor arms, seating and more.

If offering Design Services in your response, describe how the process works between your company and the customer.

Special-T, LLC's local Authorized Dealers/Distributors would be utilized to provide quotation(s) for special product handling needs, installation, design, project management, other requested/required services on a case by case basis upon request.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

Special-T is furniture manufacturer offering a wide variety of tables, base designs, seating, ergonomic products and accessories. Our products fit any need or application for Educational and Commercial markets - classrooms, training rooms (height adjustable/flip & nest/mobile), healthcare facilities, conference rooms, dining/cafeteria/hospitality areas (standard/bar/custom height), lobby areas, virtually anywhere. Special-T, LLC currently partners with over 2,000 furniture distributors throughout the 50 United States, Washington, D.C. and Outlying areas. Our National and Regional Sales staff and Manufacturers' Rep organizations work closely with those distributors within their respective regions on projects of all sizes, scopes and industries. These distributors can offer the AEPA membership design, project management, warehousing, installation, consulting services and more quotations for requested Design, Delivery and Installation fees will be supplied on a project-by-project basis.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Service/Support & Distribution Ctr	Alpharetta	GA

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

Special-T and our field sales force utilize various criteria in selecting our Authorized Dealers. We review criteria including, but not limited to, Key Consumer relationship(s) within the geographic territory, credit worthiness, longevity in the territory and with the client/account, reputation in the marketplace, Sales Volume with Special-T products, Knowledge of Key Account/Prospective Customer Procurement process, Overall product offering - One stop shop for goods & services; etc. This vetting process helps Special-T, LLC offer the AEPA member a solid partner to support their project.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

A preliminary listing of Authorized Distributors/Dealers for Special-T, LLC products can be viewed on the Special-T_Authorized Distributors_8.20.2021 spreadsheet submitted with the Bid Attachments. This list is currently sorted alphabetically by Name and can be sorted by State, Zip code or City, as needed. Special-T, LLC updates the Authorized Distributor listing on a Quarterly basis. This listing will also be posted on an AEPA Contract tab on our website.

If applicable, describe your company’s ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Special-T, LLC is a Small Business Enterprise. Special-T, LLC’s supplier and reseller partners are numerous and include a variety of diversity classifications – SBE, WBE, MBE, SDVOSB. We strive to work and support diverse suppliers or distributors/dealers whose organizations comply with the objectives, requirements, production processes and delivery terms described in our procurement and contractual policies.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company’s diversity of owner employees, etc.

Special-T, LLC understands the importance of doing business with small, minority, veteran-owned and women-owned enterprises since we share the classification of being a Small Business Enterprise. Many of our Authorized Distributors/Dealers also qualify as Diverse Suppliers. We can work together with the AEPA member to seek/recommend local SBE/MBE/WBE/SDVOSB/HUB diverse suppliers to support the AEPA member’s desire to utilize these businesses on projects.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Special-T, LLC’s supplier and reseller partners are numerous and many qualify as SBE/MWBE/SDV/HUB diversity businesses. Example of some MBE/WBE companies we utilize in the NY State area are Alianza Services, AMC Transfer Inc, American Interior Resources Inc, Business Environments, EM & N marketing Inc, Image Office Environments, Intivity Inc, margen designs, Metropolitan Contract Furniture of NY Inc, Midcity Office Equipment Inc, MMR Enterprises Inc, Nickerson Corp Inc, Office Furnishings inc, Proftech LLC, The Prentice Group of NY Inc, Upstate office Liquidators Inc, V R D contracting Inc, waldner’s Business Environments Inc and Workspace consulting Group LLC. We can provide other Auth Distributors’ specific diversity classification after award of contract and upon request.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business’s key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Tatiana Rodoslavova	V P Business Development	678-879-0777	tatiana@specialt.net

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Calendar year 2020 was a challenge for all. Special-T, LLC’s in-person industry trade show participation was cancelled. We transitioned to alternative marketing plans. Special-T, LLC marketed/(s) our products to schools and other tax-exempts non-profit organizations through a variety of activities – Constant Contact emails featuring

key products, new product launches, line extensions, promotions, etc.; When periodically authorized and allowed...joint consumer sales calls with local distributor sales reps, manufacturer's reps and factory sales personnel; Lunch & Learn meetings to present product solutions for upcoming projects; participation in local distributors' consumer open houses; exhibit at key national and regional industry events, e.g. EDspaces, NeoCon; product presentation webinars with end-users, distributors, mfr reps and factory sales staff; PR pick-up and Advertising in leading industry magazines, etc. - all activities and events designed to increase brand awareness and product knowledge of Special-T, LLC and Safe-T Workplace Product solutions to AEPA members. The goal for 2021 and beyond to be able to return to our traditional in-person sales activities to increase brand recognition and product pull-through with the AEPA membership.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

Special-T, LLC will market the awarded AEPA contract using our direct email marketing to the AEPA membership once a complete list is provided. Our goal is to communicate our newly awarded furniture contract with the AEPA organization throughout the life of the contract. In addition, we will create a web landing page for AEPA members to view the contract information and support documentation. Press releases will be prepared and submitted to industry news outlets to announce the partnership between AEPA and Special-T, LLC. Special-T, LLC field sales reps and Authorized distributors will contact AEPA members in their territories to review our complete line of awarded furniture products and options to learn and how they might be utilized for upcoming furniture projects. Consumer calls, Lunch & learns, project support for product selection, best-practices are all planned to help increase awareness and seek opportunity to increase sales of AEPA members through the use of the AEPA contract.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit B – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

Special-T and Safe-T Workplace Products can partner and collaborate with AEPA by tailoring marketing campaigns to the AEPA membership. These ad campaigns would be emailed via directly to the AEPA member using the post contract award Membership roster. In addition, our multi-level national sales team would schedule meetings to introduce our products and project support services to the AEPA member contacts. Another collaborative effort would be the co-branding of industry advertisement placements identifying Special-T as an AEPA supplier. This co-brand marketing would also be extended to exhibiting at Educational trade shows. Special-T will also post a AEPA Contract landing page on our website for the AEPA members and sales staff to access that will provide the contract details and pricing in support of the awarded contract. These activities would be offered throughout the life of the contract.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Special-T, LLC, as a complete entity, works toward supporting environmental goals by recycling product line components (steel & wood material), office furniture, copy paper, toner cartridges; monitoring of our utility bills to determine where/how we might reduce our usage whenever possible; all files are digitally backed-up in lieu of paper files; all office lights are energy-saving units with on/off motion detection settings. These processes are extended to both the front of the house as well as the back of the house. Our Engineering, Product Design and R & D departments are continuously sourcing new environmentally friendly materials and product designs for new products. In addition, we review existing product designs to work toward transitioning to more environmentally friendly materials whenever possible. Special-T is also working toward Level Certification for our core products which will ensure the reduction of environmental impact for our products and production processes.

Indicate if your company has any products in your offering that have any third-party environmental certifications. Special-T, LLC's furniture meets & exceeds ANSI/BIFMA standards, GSA requirements. We are also working toward Level Certification. Our Research & Development departments design and tests new products using these industry standards in our in-house testing lab. See included ANSI/BIFMA Clean Air Gold Certification and Green Information documents.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.). Special-T, LLC strives to design and produce products that advance the company and global green objectives. We work with organizations, such as BIFMA on Clean Air, Recyclability of materials, reduction in production waste at our own facilities. We are reviewing our use of recycled and recyclable materials in our core products; review of energy resources (electric, water, etc.) and implementing reduction of current levels; replacing high-energy use office fixtures with energy-efficient lighting with motion detection and lightbulbs, programmable thermostats throughout the facility; research new energy efficient methods of operations at our production facilities and those of our suppliers, if possible; any scrap production materials, office supplies (paper, plastic, etc.) are recycled at all our production facilities. We continue to update our efforts to reduce our carbon footprint as new product designs are proposed and industry requirements (ANSI/BIFMA) change. You will find we continually achieve compliance with ANSI/BIFMA regulations ANSI/BIFMA e3-2014e, Sections 7.6.1, 7.6.2, 7.6.3: Open Plan Office and Private Office for Clean Air Gold certification. Certificate can be viewed at <https://www.specialt.net/files/265/special-t-clean-air-gold-certificate-oct-292020-oct-292021-20201106151006.pdf> In addition, Special-T, LLC products offer Leed Point Information on a wide assortment of our products. Green product statement on special-T, LLC products can be found at <https://www.specialt.net/files/268/special-t-environmentalresponsibility-20210121111751.pdf>

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering. All Special-T, LLC table tops are 100% recycled content and contain <1% post-consumer material and packaged in returnable, recyclable materials. All Special-T, LLC table bases are made from steel, stainless steel, cast iron and aluminum and all base materials are reusable and recyclable.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

1. Special-T, LLC offers an extensive variety of products. Our products fit any need or application - classrooms, training rooms, healthcare facilities, conference rooms, dining/cafeteria/hospitality areas, lobby areas, etc.. Special-T, LLC's product portfolio includes classic to contemporary table base designs, a variety of HPL & TFL laminates and veneer options. We provide stationary, height-adjustable, flip & nest table bases, standard height, bar height and custom height tables. Other options include casters, power and data selections, modesty panels, protective screens & barriers, grommets, ganging options, horizontal and vertical wire management. In addition, our product portfolio also includes monitor arms and seating to enable the consumer to consolidate accessorial purchases from one vendor. Our goal is to be a one-stop shop for office furniture by offering a wide range of product with a variety of market-competitive price points to fit any budget.
2. In response to the COVID-19 pandemic that created a dramatic demand for a new, health-and-safety-based approach to the education market, Special-T launched Safe-T Workplace Products, a new line of solutions for educational spaces offering a new level of safety and security. The process of securing safe educational environments involves three key components: facility entry/access control with temperature and symptom checking protecting staff and students and reducing employer liability; aerosol blocking by extending panel heights and creating barriers with acrylic shields; and mouth level air filtration and purification - either seated or standing, with units integrated into furniture systems and portable stands.
3. We deliver a wide range of products with a variety of competitive price points to fit any project budget. We also offer a selection of table options (casters, modesty panels, power/data, protective Screens & Barriers). Our Management, Sales and Production staff is focused on bringing competitive and cost-effective pricing, exceptional product value, competitive lead-times of 1-Day/5-Day Quick Ship and 15-Day as Standard as well as customized products to our existing and prospective customers.
4. Special-T, LLC warranties most of

our products for 10 years from date of original purchase. We have found that many of our products are in use well beyond the warranty period which ensures that our products are built to last. This is especially important in the Education Market with limited funds. 5. Special-T, LLC offers ergonomic support by offering height adjustable, training, conference, dining/cafeteria tables, monitor arms, adjustable seating that incorporate fundamentals of ergonomic designs. Multi-positional adjustment of height, viewing angles, seating heights, table dimensions and designs to help allow for varied positioning throughout the workday, as needed. 6. Special-T, LLC's Customer Service Reps are assigned by geographic territories throughout the U.S. This ensures thorough and continuous access, timely interaction, communication of product/program information, responsiveness to issue resolution for AEPA members, when required. Our comprehensive Customer Service program confirms that AEPA members will have an in-house Primary Point of Contact assigned from our Customer Service Team. 7. Out of Stock Review: Special-T, LLC stocks over 550,000 parts in our Alpharetta, GA manufacturing and Distribution center to support all sizes of incoming orders during the high demand season of May through October. Special-T, LLC utilizes SysPro, an ERP system used by large corporations, like Harley Davidson and Microsoft, for the forecast of inventory levels to meet the demand for products of the AEPA membership. 8. Special-T, LLC conducts End-user and reseller focus groups within HED & K-12 markets. Our Executive sales staff, national sales team of reps and dealers provide ongoing product training, new product sales meeting and sales support to the AEPA member. Our goal is to understand the end-user's needs, functionality of furniture designs, challenges faced, solutions sought and how best we can create new products, modify existing designs to offer timely solutions. 9. Awarded Contracts: Special-T, LLC holds 2 GSA contracts, GS-28F-0014W Cafeteria & Food Service and GS-28F-0015W Tables & Accessories, running concurrently from Jan. 1, 2020 through Dec. 31, 2024. Special-T holds State & GPO contracts in AL (3/1/17-2/28/22); NC (7/1/19-6/30/22); SC (12/6/19-12/5/24); TIPS - 3 contracts Furniture - (6/13/20-5/31/2023); TIPS PPE (11/19/20-11/30/2023) and TIPS Commercial Cafeteria F&E (2/28/2021-1/31/2024); ESCNJ- 2 contracts - Furniture (7/1/20-6/30/22) & PPE (1/17/20-8/16/21); Premier Inc - Furniture (7/1/21-12/31/23); MS Furniture (7/1/20-6/30/22); AZ-Maricopa CCCD (eff 7/2020); CMAS (3/9/18-12/3/24; NY (12/2/18-12/1/23); PA/Costars (5/1/17-4/30/22); Keystone Purchasing (KPN) (1/28/21-2/28/22); AR Furniture (1/1/21-5/31/23) 10. Special-T staff of Product Engineers are available to work with the AEPA member agency or authorized dealer to review project specifications to ensure the best product is selected for use. We are able to also custom design products to best fit the needs of the AEPA member agency. 11. Special-T, LLC markets our products to schools and other tax-exempt non-profit organizations through a variety of activities - Constant Contact emails featuring key products, new product launches, line extensions, promotions, etc.; joint consumer sales calls with local distributor sales reps, manufacturer's reps and factory sales personnel; Lunch & Learn meetings to present product solutions for upcoming projects; participation in local distributors' consumer open houses; exhibit at key national and regional industry events, e.g. EDspaces, NeoCon; product presentation webinars with end-users, distributors, mfr reps and factory sales staff; PR pick-up and Advertising in leading industry magazines, etc. - all activities and events are designed to increase brand awareness and product knowledge of Special-T, LLC and Safe-T Workplace Product solutions to AEPA members.

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

We do not presently integrate other e-commerce sites to ours but will review post award for new partnering opportunities.

Auburn University	Margaret Devall, Facility Mngmt & Design	MLD0016@auburn.edu	(334) 750-5249
Lakeport Unified School District	S. Sondag	ssondag@lakeport.klz.ca.us	(707) 262-3000
Fellowship Christian School	Krista Cohen, A/P & A/R Coordinator	krista.cohen@fcspaladins.org	(770) 993-6835
Tuscaloosa City Schools	Dawn Turner, Sec Exec Dir Facilities	dturner@tusc.k12.al.us	(205) 759-3524
Lower Merion School District	Debra Williams	williamsd@lmsd.org	(610) 645-1800
Byram Hills High School	Dr. Andrew Taylor, Dir of Technology	ataylor@byramhills.org	(914) 273-9200 x4965
York County Courthouse	Angie Smarr	angie.smarr@yorkcountygov.com	803-628-3036
Winthrop University	Kelly Huber	huberk@winthrop.edu	803-323-2264
Berkeley County School District	Ashley Cash (Construction Procurement)	cash@bcstdschools.net	843-899-8202
Berkeley County School District	Crystal Queen (Capital Projects Administrator)	queenc@bcstdschools.net	843-899-8392
SC School for the Deaf and Blind	Jen Stanion	jstanion@scsdb.org	864-577-7745
Florence School District 1	Lionel Brown (Asst Supt)	lbrown@fsd1.org	843-669-4141
Florence School District 2	Julie Smith (Principal)	jcsmith@fsd1.org	843-664-8159
Tarrant County, TX	Melissa Lee, Senior Contract Administrator	melee@tarrantcounty.com	817-884-3245
Gadsden State Community College	Kimberly Carter, Purchasing	kcarter@gadsdenstate.edu	(256)549-8483
Forsyth Technical Community College	Marie Dubois, Procurement	mdubois@forsythtech.edu	336-757-3378
Forsyth Technical Community College	Jackson Fenstermaker, Purchasing Manager	jfenstermaker@forsythtech.edu	336-734-7490
Northwest Mississippi Community College	Mary Ayers, Director of Physical Plant	mayers@northwestms.edu	662-562-3738
V A Medical Center	Theresa Beasley, Interior Designer	-	919-286-0411
The Do Seum	Renee Talamantez, Operations	-	210-672-2635
Cone Hospital	Heather Brazell, Construction Management	-	336-832-7698

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Undecided	X	X	X
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	X
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	X
Michigan	Yes	X	X	X
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X
Montana	yes	X	X	X
Nebraska	Yes	X	X	X
New Jersey	Yes	X	X	X
New Mexico	Yes	X	X	X
North Dakota	Yes	X	X	X
Ohio	Yes	X	X	X
Oregon	Yes	X	X	X
Pennsylvania	Yes	X	X	X
South Carolina	Yes	X	X	X
Texas	Yes	X	X	X
Virginia	Yes	X	X	X
Washington	Yes	X	X	X
West Virginia	Yes	X	X	X
Wisconsin	Yes	X	X	X
Wyoming	Yes	X	X	X

e-Commerce: Does this business have an e-commerce website? _____ No X Yes

If YES, what is the website?

www.specialt.net

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ No X Yes

Does this business have a toll-free customers support phone option? _____ No X Yes

Does this business offer local customer and support service options? _____ No X Yes

State your normal delivery time (in days) and any options for expediting delivery.
 Shipment: 15 bus days ARO/20 calendar days Transit time: 1 – 15 business days after pickup from factory
 Special-T offers an assortment of 1-Day and 5-Day Quick Ship program on selected products. Expedited orders fee equals 10% of the order. Contact Special-T Customer Service for details.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?
 Special-T, LLC fills the back ordered items once available. Special-T, LLC prides itself on having a very low incidence of back-ordered items or parts. Our order fulfillment rate exceeds our goal of 97% of line items filled with standard shipping lead times from 1-Day, 5-Days and 15-Days. Historically, we carry 3 months/90 days of inventory floor stock on best-selling products and parts. Currently, post-Covid supplies of raw materials, parts and labor are at an all-time low. We have implemented procurement protocols to ensure that sufficient inventory levels of parts are on-hand. We, like many companies, are experiencing longer lead times for raw materials and parts and have extended our production lead-times to reflect current market conditions. Current back-ordered items include a selection of table bases due to production and transportation issues which have globally impacted furniture industry factories.

Describe your company’s payment terms as well as any quick pay discounts.
 Net 30 days after receipt of invoice

State your company’s return policy and any applicable State restocking fees.
 Return Policy Goal: Resolution within 15 - 30 business days. Standard 25% restocking fee reduced to 15% for AEPA members. Product returns are subject to the following conditions: • All returns must be accompanied by a Return Merchandise Authorization Form (RMA). The RMA must be requested within thirty (30) days of the original invoice date • A re-stocking fee and freight charges will be deducted from any refunds for AEPA Members. • Products must be in new condition and packaged in the original cartons • The following items are non-returnable and non-refundable: ◦ Tabletops ◦ Power and data units ◦ Closeout tables and bases ◦ Custom metal paint and Black Wrinkle finish ◦ Metal bases with irreversible alterations

Describe any special program that your company offers that will improve customers’ ability to access products, on-time delivery, or other innovative strategies.
 Special-T, LLC has made modifications to our procurement processes to meet an unprecedented increase in unit and dollar sales over the past 18-months. These modifications were implemented to ensure an uninterrupted chain of supply on our products. We have increased our procurement of key raw materials and parts; have increased our minimum floor stock inventory to 3 months and issued blanket order to our suppliers to aid in material forecasting and minimizing shortages of the manufacturing process.

Pricing

Is your pricing methodology guaranteed for the term of the contract?	_____	No	<u> X </u>	Yes
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	_____	No	<u> X </u>	Yes
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	<u> X </u>	No	_____	Yes
Will you offer volume price discounts as described in the pricing terms of Part A?	<u> X </u>	No	_____	Yes

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? No X Yes

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? No X Yes

If YES, identify which cooperative and the respective expiration date(s).

Premier Purch Group exp 12/31/2023; KPN 2/28/2022; ESCNJ #20/21-01 Furniture exp 6/30/2022; ESCNJ #20/21-26 PPE exp 8/16/2022; TIPS #200301 Furniture exp 5/31/2023; TIPS #200901 Industrial & Facility Equip exp 11/20/2023; TIPS 201101 Comm Cafeteria exp 1/31/2024;

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

Once awarded a contract with AEPA Special-T will lead with, and utilize, the AEPA 022 contract as the primary contract vehicle for all states' member agencies.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price, if applicable.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X No Yes

If Yes, please indicate how the rate factor is determined and other cost factors below.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract,	X	

and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.		
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
X	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Part B Page 5	6.1.116	Freight Costs	Special-T offers Free freight on orders over \$5,000 List; Order less than \$5,000 List subject to a minimum freight charge of \$150 (Prepaid & Added) ***See freight program chart below***
Part B Page 5	6.1.3	Shipment within 48 hrs ARO	Special-T standard shipment lead time is 15 days ARO. Lead time will be advised via Order Acknowledgement document. We also offer selected table styles and laminates through our Quick Ship Program that can be shipped within 1-Day and 5-Days ARO. 1-Day https://www.specialt.net/filters?type=70&time=6

			5-Day https://www.specialt.net/filters?type=70&time=7

FREIGHT PROGRAMS BY PRODUCT LINE *

Tables, Table Tops	Free freight on all orders over \$5,000 List; \$150 freight fee on orders less than \$5,000 List (Prepaid & Add)
Table BASES	Prepaid & Add, FOB: Origin (Alpharetta, GA)
Patriot Electric/Liberty Electric - BASES only	Qty 1 - 3 \$50 each
	Qty 4 - 15 \$30 each
	Qty 16 - 50 \$25 each
	Qty 51 + \$15 each
Chairs	Free freight on all orders over \$5,000 List; \$25 per chair on orders less than \$5,000 List
Monitor Arms	Prepaid & Add, FOB: Origin (Alpharetta, GA)
Moderly Panels	Prepaid & Add, FOB: Origin (Alpharetta, GA)
Small Accessories	Prepaid & Add, FOB: Origin (Alpharetta, GA)

* For shipments made within the 48 contiguous states. If Frt PPD qualified orders have final destination outside Continental U.S., then goods will ship to the Freight Forwarder or Port of Embarkation. Shipments from Freight Forwarder/Port of Embarkation will ship FOB: Origin to final destination.

Deviations

Instructions:

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
X	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation
Part A Delivery Terms, Page 16 #12	Standard 25% Restocking fee reduced to 15% for AEPA member agencies	Special-T, LLC will reduce the standard restocking fee of 25% to 15% for AEPA members. AEPA members must call for RA in advance of return shipment. Goods must be in original packaging and in resaleable condition.



SPECIAL-T, LLC / SAFE-T WORKPLACE PRODUCTS
MANUFACTURERS REP LIST BY STATE - 2021



Rep Name	Company Name	Territory	Email	Phone #
Jeremy Anderson	Contract Furniture Professionals	Alabama	janderson@contractfurniturepros.com	205-240-6400
Rob Wood	Contour Lines	Alaska	rob@contourlinesnw.com	206-856-7643
Eric Miller	Eric Miller and Associates	Arizona	eric.ema@cox.net	602-538-3517
Chris Barnett	Innovative Marketing Group	Arkansas	chris@imgsouth.com	901-634-8620
Meg Recker	Epic Trends	California - Customer Support	meg@epictrends.net	419-350-3690
Peter Trevino	Epic Trends	California - GSA Specialist, LA County	peter@epictrends.net	310-938-8448
Josh McLeish	Epic Trends	California - LA & Ventura Counties	josh@epictrends.net	949-973-2207
Jim Laffin	Epic Trends	California - LA County	jim@epictrends.net	951-834-3390
Terri Burkhardt	Epic Trends	California - Los Angeles	terri@epictrends.net	760-717-7167
Brad Hagan	GoTo Ergonomics	California - Northern California (Visalia North)	bhagan@gotoergonomics.com	209-426-7500
Tracy Stoufer	Epic Trends	California - San Diego	tracy@epictrends.net	858.518.4319
Scott Burkhardt	Epic Trends	California - Warehouse & Deliveries Manager	scott@epictrends.net	760-429-0805
Diane Waddoups	Milne & Associates	Colorado	Diane@milneassociates.net	720-810-4207
Reed Milne	Milne & Associates	Colorado	reed@milneassociates.net	720-319-9242
Matthew Kane	Kane Contract Group	Connecticut	matt@kanecontractgroup.com	617-515-9215
Wendy Tabor	Kane Contract Group	Connecticut	wendy@kanecontractgroup.com	617-438-4481
Courtney Keller	Kane Contract Group	Connecticut - A&D	courtney@ck-collection.com	203.36-.2836
Josh Phillips	Phillips Contract Group	Delaware	josh@phillipscontract.com	215-221-4191
Jennifer Clisby	Head Contract Solutions	Florida	jen@headcontract.net	321-210-9447
Jeremy Anderson	Contract Furniture Professionals	Florida - Panhandle	janderson@contractfurniturepros.com	205-240-6400
Dave Head	Head Contract Solutions	Florida - South Florida and East Florida	dave@headcontract.net	321.626.4865
Ben head	Head Contract Solutions	Florida - West Coast and Central	ben@headcontract.net	321.522-8700
Alexander Keen	Special-T	Georgia	alexander@specialt.net	770-833-8511
Rob Wood	Contour Lines	Hawaii	rob@contourlinesnw.com	206-856-7643
Jamie Huggins	Contour Lines	Idaho	jamie@contourlinesnw.com	503-453-0720
Tanya Terzo	Contract Furniture Resource	Illinois - Chicago Area	tanya@cfrinc.biz	630-805-0013
Tim Purdum	Pagenkopf Sales Associates (PSA)	Illinois - Southern Illinois	tim@psarep.com	314.368.9262
Tim Cronin	Contract Furniture Resource	Illinois (Central Illinois)	tcronie@hotmail.com	847-980-9749
Dave Cooper	Contract Furniture Resource	Illinois (Northern)	dcooper@cfrinc.biz	630-258-6198
Bob Koehne	Contract Furniture Professionals	Indiana (Northern)	BKoehne@ContractFurniturePros.com	317 697-9859
Sarah House	Pagenkopf Sales Associates (PSA)	Iowa	sarah@psarep.com	515-321-2475
Craig Pagenkopf	Pagenkopf Sales Associates (PSA)	Kansas	craig@psarep.com	816-812-8847
John Pavlick	Contract Furniture Professionals	Kentucky	jpavlick@contractfurniturepros.com	614-571-7665
Chris Barnett	Innovative Marketing Group	Louisiana	chris@imgsouth.com	901-634-8620
Valerie Stevenson	Contract Furniture Professionals	Louisville, KY & Indianapolis, IN	valeries@contractfurniturepros.com	502-442-9162
Matthew Kane	Kane Contract Group	Maine	matt@kanecontractgroup.com	617-515-9215
Wendy Tabor	Kane Contract Group	Maine	wendy@kanecontractgroup.com	617-438-4481
Clay Koski	Contract Connections INC	Maryland	ckoski@ccimd.com	240.751.7691
Justin Collins	Contract Connections INC	Maryland	jcollins@ccimd.com	301.437.6462
Andy McClain	The McClain Group, Inc.	Maryland	Ajmc2@comcast.net	301-633-8057
Brian Heckman	The McClain Group, Inc.	Maryland	Brian@McLainGroupReps.com	336-509-2720
Mason Barish	The McClain Group, Inc.	Maryland	Mason@McLainGroupReps.com	410-245-0818
Penny McMillan	The McClain Group, Inc.	Maryland	Penny@McLainGroupReps.com	410-241-7501
Christopher Peck	The McClain Group, Inc.	Maryland	Christopher@McLainGroupReps.com	804-450-5771

<i>Rep Name</i>	<i>Company Name</i>	<i>Territory</i>	<i>Email</i>	<i>Phone #</i>
Matthew Kane	Kane Contract Group	Massachusetts	matt@kanecontractgroup.com	617-515-9215
Wendy Tabor	Kane Contract Group	Massachusetts	wendy@kanecontractgroup.com	617-438-4481
Bob Koehne	Contract Furniture Professionals	Michigan, Northern/North Central Indiana	BKoehne@ContractFurniturePros.com	317 697-9859
Rob Umland	Commercial Interior Advisors, LLC	Minnesota (Principal)	robciadvisors@gmail.com	612-280-5966
Chris Barnett	Innovative Marketing Group	Mississippi	chris@imgsouth.com	901-634-8620
Tim Purdum	Pagenkopf Sales Associates (PSA)	Missouri	tim@psarep.com	314.368.9262
Reed Milne	Milne & Associates	Montana	reed@milneassociates.net	720-319-9242
Sarah House	Pagenkopf Sales Associates (PSA)	Nebraska	sarah@psarep.com	515-321-2475
Brad Hagan	GoTo Ergonomics	Nevada - Northern	bhagan@gotoergonomics.com	209-426-7500
Eric Miller	Eric Miller and Associates	Nevada - Southern	eric.ema@cox.net	602-538-3517
Matthew Kane	Kane Contract Group	New Hampshire	matt@kanecontractgroup.com	617-515-9215
Wendy Tabor	Kane Contract Group	New Hampshire	wendy@kanecontractgroup.com	617-438-4481
Denise Booream	Moldow Associates	New Jersey	Denise@moldowassociates.com	732.690.7254
Kevin Shanahan	Moldow Associates	New Jersey - Northern New Jersey	kevin@moldowassociates.com	908-303-3265
Josh Phillips	Phillips Contract Group	New Jersey - Southern	josh@phillipscontract.com	215-221-4191
Eric Miller	Eric Miller and Associates	New Mexico	eric.ema@cox.net	602-538-3517
Denise Booream	Moldow Associates	New York - Metro New York	Denise@moldowassociates.com	732.690.7254
Kenneth Mann	Moldow Associates	New York - NY City & Long Island	ken@moldowassociates.com	516-312-9844
Gary Oberndorf	Moldow Associates	New York - NY City, Westchester & Rockland Counties	Gary@moldowassociates.com	201-280-1150
Rob Baldasty	RBE Associates	New York - Upstate	rob@rbeassociatesllc.com	585-217-7789
John Pizzuto	John Pizzuto & Associates	North Carolina	jpizzuto@aol.com	704-737-8080
Paul Preston	Commercial Interior Advisors, LLC	North Dakota	paul.ciadvisors@gmail.com	952-232-9653
Bob McCartney	Contract Furniture Professionals	Ohio - North of Columbus	bmccartney@contractfurniturepros.com	412-889-4816
John Pavlick	Contract Furniture Professionals	Ohio - South of Columbus	jpavlick@contractfurniturepros.com	614-571-7665
Joan Harris	Harris Richardson Representatives	Oklahoma	joan@hreprs.com	214.213.9090
Jamie Huggins	Contour Lines	Oregon	jamie@contourlinesnw.com	503-453-0720
Josh Phillips	Phillips Contract Group	Pennsylvania - Eastern	josh@phillipscontract.com	215-221-4191
Bob McCartney	Contract Furniture Professionals	Pennsylvania - Western	bmccartney@contractfurniturepros.com	412-889-4816
Matthew Kane	Kane Contract Group	Rhode Island	matt@kanecontractgroup.com	617-515-9215
Wendy Tabor	Kane Contract Group	Rhode Island	wendy@kanecontractgroup.com	617-438-4481
John Pizzuto	John Pizzuto & Associates	South Carolina	jpizzuto@aol.com	704-737-8080
Paul Preston	Commercial Interior Advisors, LLC	South Dakota	paul.ciadvisors@gmail.com	952-232-9653
Ken Kratzer	Contract Furniture Professionals	Tennessee	ken@contractfurniturepros.com	615-504-5075
Chris Barnett	Innovative Marketing Group	Tennessee - West of Memphis	chris@imgsouth.com	901-634-8620
John Klein	KMG Associates	Texas - Southern Texas	john@kmgassoc.com	512-797-2393
Holly Richardson	Harris Richardson Representatives	TX - East	holly@hreprs.com	214.695.6918
Joan Harris	Harris Richardson Representatives	TX - North	joan@hreprs.com	214.213.9090
Holly Richardson	Harris Richardson Representatives	TX - North	holly@hreprs.com	214.695.6918
Joan Harris	Harris Richardson Representatives	TX - West	joan@hreprs.com	214.213.9090
Reed Milne	Milne & Associates	Utah	reed@milneassociates.net	720-319-9242
Matthew Kane	Kane Contract Group	Vermont	matt@kanecontractgroup.com	617-515-9215
Wendy Tabor	Kane Contract Group	Vermont	wendy@kanecontractgroup.com	617-438-4481
Mason Barish	The McClain Group, Inc.	Virginia	Mason@McLainGroupReps.com	410-245-0818
Clay Koski	Contract Connections INC	Virginia	ckoski@ccimd.com	240.751.7691
Rich Koski	Contract Connections INC	Virginia - North Virginia	rkoski@ccimd.com	301.437.6462
Andy McClain	The McClain Group, Inc.	Virginia - North Virginia	Aimc2@comcast.net	301-633-8057

<i>Rep Name</i>	<i>Company Name</i>	<i>Territory</i>	<i>Email</i>	<i>Phone #</i>
Brian Heckman	The McClain Group, Inc.	Virginia - North Virginia	Brian@McLainGroupReps.com	336-509-2720
Penny McMillan	The McClain Group, Inc.	Virginia - North Virginia	Penny@McLainGroupReps.com	410-241-7501
Christopher Peck	The McClain Group, Inc.	Virginia - North Virginia	Christopher@McLainGroupReps.com	804-450-5771
Rob Wood	Contour Lines	Washington	rob@contourlinesnw.com	206-856-7643
Justin Collins	Contract Connections INC	Washington DC	jcollins@ccimd.com	301.437.6462
Andy McClain	The McClain Group, Inc.	Washington DC	Aimc2@comcast.net	301-633-8057
Brian Heckman	The McClain Group, Inc.	Washington DC	Brian@McLainGroupReps.com	336-509-2720
Penny McMillan	The McClain Group, Inc.	Washington DC	Penny@McLainGroupReps.com	410-241-7501
Christopher Peck	The McClain Group, Inc.	Washington DC	Christopher@McLainGroupReps.com	804-450-5771
Bob McCartney	Contract Furniture Professionals	West Virigina	bmccartney@contractfurniturepros.com	412-889-4816
Dave Cooper	Contract Furniture Resoure	Wisconsin	dcooper@cfrinc.biz	630-258-6198
Diane Waddoups	Milne & Associates	Wyoming	Diane@milneassociates.net	720-810-4207
Reed Milne	Milne & Associates	Wyoming	reed@milneassociates.net	720-319-9242
Marc Aubin	FlipSide Corporate Furniture	Western Canada (British Columbia, Alberta, Saskatchewan, and Manitoba)	marc@flipsidecorp.com	780-416-1848



Green Information

- Core:** No Urea Formaldehyde added Particleboard Core
- Scientific Certification Systems (SCS) certified 100% pre-consumer recycled wood fiber particle board
 - No urea formaldehyde added during the manufacturing process resulting in low formaldehyde emissions (0.00-0.01 PPM)

Wilsonart Laminate has been certified according to the GREENGUARD Indoor Air Quality (IAQ) Certification Program for Low Emitting Products.

Criteria	Allowable Limits
TVOC ¹	≤0.25 µg/m ³
Formaldehyde	≤0.025 ppm
Total Aldehydes ²	≤0.05 ppm
Individual VOCs ³	≤0.1 TLV
4-phenylcyclohexene	≤0.0033 µg/m ³
Listing of measured carcinogens and reproductive toxins as identified by California Proposition 65, the U.S. National Toxicology	

- Bamboo Edge:** Natural, material available in a variety of edge profiles
- Bamboo is a rapidly renewable resource
 - Bamboo can be sustainably harvested and replenished with virtually no impact to the environment
 - Natural Bamboo has a hardness equivalent to Northern hard maple

- Wood Edge:** Natural wood edging available in a variety of edge profiles
- Wood is a biodegradable, renewable resource
 - 100% of the lumber used for wood edges is Forest Stewardship Council (FSC) certified from managed forests

- ABS Plastic Edge:** 3mm ABS plastic edges are available in an array of standard colors
- ABS is a recyclable plastic, unlike PVC material
 - Chlorine Free Polymer can be incinerated
 - Anti-Static properties will not collect dust

- Urethane Edge:** PURTech™, PURWood™ urethane edges
- Urethane is comprised of approximately 65% refined vegetable oil by weight
 - Vegetable oil is a rapidly renewable, natural material
 - Urethane edged surfaces are extremely durable and have a longer lifespan than surfaces made from other materials.



LEED-CI and Point Information

Materials and Resources:

- Credit 2.1** Construction Waste Management, Divert 50% from Landfill – **1 point**
Tops are packaged using Returnable and Recyclable materials which can reduce disposal into landfills.
- Credit 2.2** Construction Waste Management, Divert 75% from Landfill – **1 point**
Tops are packaged using Returnable and Recyclable materials which can reduce disposal into landfills.
- Credit 4.1** Recycle Content, 10% (post consumer = pre-consumer) – **1 point**
Core material is SCS Certified 100% Pre-consumer recycled material.
- Credit 4.2** Recycle Content, 10% (post consumer = pre-consumer) – **1 point**
Core material is SCS Certified 100% Pre-consumer recycled material.
- Credit 6** Rapidly Renewable Materials, 5% of total Value – **1 point**
Tops are constructed with a linoleum surface material made of rapidly renewable resources such as rosin, cork flour, linseed oil, and jute.
Edges can be constricted with Bamboo, a rapidly renewable resource, or Urethane, which is comprised of 65% Vegetable oil, also a rapidly renewable resource.
- Credit 7** Certified Wood 50% of wood products to be FSC certified - **1 point**
Tops are available with wood edges. 100% of the lumber used for the wood edges is FSC certified.

Indoor Environmental Quality:

- Credit 4.4** Low-Emitting Materials, Composite Wood and Laminate Adhesives – **1 point**
Tops are constructed of core material with No urea formaldehyde added during the manufacturing process resulting in low formaldehyde emissions (0.00-0.01 PPM)

Innovation and Design Process:

- Credit 1-4** Innovation in Design – **4 Points**
LEED Innovation credits can be achieved when a project exceeds the criteria by twice the base requirements of the credit or, in the case of multi-tiered credits, the next tier.



FREIGHT PROGRAMS BY PRODUCT LINE *

Tables, Table Tops	Free freight on all orders over \$5,000 List; \$150 freight fee on orders less than \$5,000 List
Safe-T Screens & Barriers	Free freight on all orders over \$5,000 List; Prepaid & Add on orders less than \$5,000 List (FOB: Origin - Alpharetta, GA)
Safe-T Entry Screening System	Free Freight on all System orders
Safe-T Air Purification System	Free Freight on all System unit orders Replacement filters ship Prepaid & Add, FOB: Origin (Alpharetta, GA)
Table BASES	Prepaid & Add, FOB: Origin (Alpharetta, GA)
Patriot Electric/Liberty Electric - BASES only	Qty 1 - 3 \$50 each
	Qty 4 - 15 \$30 each
	Qty 16 - 50 \$25 each
	Qty 51 + \$15 each
Chairs	Free freight on all orders over \$5,000 List; \$25 per chair on orders less than \$5,000 List
Monitor Arms	Prepaid & Add, FOB: Origin (Alpharetta, GA)
Modesty Panels	Prepaid & Add, FOB: Origin (Alpharetta, GA)
Small Accessories	Prepaid & Add, FOB: Origin (Alpharetta, GA)

* For shipments made within the 48 contiguous states. If Frt PPD qualified orders have final destination outside Continental U.S., then goods will ship to the Freight Forwarder or Port of Embarkation. Shipments from Freight Forwarder/Port of Embarkation will ship FOB: Origin to final destination.



11820 Wills Road, Suite 140
Alpharetta, GA 30009-2056
Phone: 678-879-0777 888-705-0777
www.specialt.net

Contact Information

Dale Nutter

President
Office: 678-879-0777 ext. 2236
Direct: 470-359-5439
dale@specialt.net

Tatiana Rodoslavova

V P Business Development
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Mobile: 404-630-6406
tatiana@specialt.net

Ian Hicks

V P Sales
Direct: 470-545-3344
Mobile: 301-502-3627
ihicks@specialt.net

Customer Service/Order Entry (Main)

Office: 678-879-0777
orders@specialt.net

Lisa Polillo

Contract Administrator/Sales
Support/Reporting
Office: 678-879-0777 ext. 2237
Direct: 678-421-8001
lisa@specialt.net

Dmitri Denissiouk

CFO
Office: 678-879-0777 ext. 2226
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dmitri@specialt.net

Carol Bulkley

Accounting
Office: 678-879-0777 ext. 2252
Direct: 678-421-8002
carol@specialt.net



CERTIFIED
CLEAN AIR GOLD

Intertek does hereby certify that an independent assessment has been conducted on behalf of

SPECIAL-T, LLC

Certificate Number: 104421783GRR-001a

Certification valid until: 29 October 2021

Applicant Address: 11820 Wills Rd. Suite 140
Alpharetta, GA 30009 USA

Product Category: Furniture, Tables

Product Details: See Appendix

Conformance Criteria: ANSI/BIFMA e3-2014e, Sections 7.6.1, 7.6.2, 7.6.3: Open Plan Office and Private Office.

Issuing Office Name & Address: Intertek Testing Services NA, Inc.
4700 Broadmoor Ave SE, Suite 200
Kentwood, MI 49512 USA
Ph: +1-616-656-7401

Jesse Ondersma
Certification Officer
5 November 2020

This Certificate is for the exclusive use of Intertek's client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Certificate. Only the Client is authorized to permit copying or distribution of this Certificate. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test/inspection results referenced in this Certificate are relevant only to the sample tested/inspected. This Certificate by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.



CERTIFIED
CLEAN AIR GOLD

Certificate Appendix

SPECIAL-T, LLC

Certificate Number: 104421783GRR-001a

Product Category	Training, Occasional, Cafeteria / Café, Conference (non-wood), Height-Adjustable, Desking, Other
Model Name(s)	AIM , AIM EZ Desking, AIM-XL, Antonio, Apollo, Arcade, Astra, Kingston Arched, Atlantis, Bedford, Benton, Bistro, Sienna Café Power, Cantina-2, ClassiX, Connect, Convertible, Delta, Ella, EZ-Roll, Floor Mounted, Fusion, Grace, Kingston, Kristina, Liberty, LINK, Maxim, Mount, Nova, Olympus, Oscar, Patriot, Portofino-2, Quatro, Relax-1, Relax-2, Relax-3, Relax-4, Reveal, Robot, Sienna, Sienna TL, Sienna Square, Sienna X, Sienna 2TL, Sienna 4X, Sienna Rectangle, Sienna X Café Power, Kingston Flip & Nest, Kingston Flip & Nest-C, StarX-2, Structure, Structure 2TL, Structure 2CL, Structure H, Structure Square, Structure 4X, Structure Cube, Structure Fountain, Structure Flip Top T, Structure Flip Top C, Success, Tempo, Transform-2, Venice
Product Restrictions	Excludes Veneer

This Certificate is for the exclusive use of Intertek's client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Certificate. Only the Client is authorized to permit copying or distribution of this Certificate. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test/inspection results referenced in this Certificate are relevant only to the sample tested/inspected. This Certificate by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	LP
2. Termination for Cause of Convenience	Yes	LP
3. Equal Employment Opportunity	Yes	LP
4. Davis-Bacon Act	Yes	LP
5. Contract Work Hours and Safety Standards Act	Yes	LP
6. Right to Inventions Made Under a Contract or Agreement	Yes	LP
7. Clean Air Act and Federal Water Pollution Control Act	Yes	LP
8. Debarment and Suspension	Yes	LP
9. Byrd Anti-Lobbying Amendment	Yes	LP
10. Procurement of Recovered Materials	Yes	LP
11. Profit as a Separate Element of Price	Yes	LP
12. General Compliance with Participating Agencies	Yes	LP

SPECIAL-T, LLC

Name of Business

Lisa Polillo

Signature of Authorized Representative

LISA POLILLO

Printed Name

AUGUST 31, 2021

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Lisa Polillo

11820 Wills Road, Suite 140

Authorized Representative (Please print or type)


Mailing Address

Contract Administrator

Alpharetta, GA 30009-2056

Title (Please print or type)

City, State, Zip


Signature of Authorized Representative

August 31, 2021

Date

Subscribed and sworn to before me this

31st

day of

August

Notary Public in and for County of

Fulton

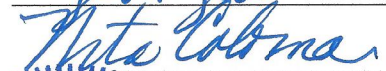
State of

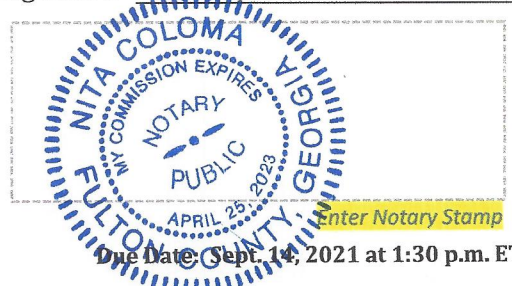
Georgia

My commission expires on

4/25/23

Signature





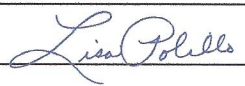


Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Special-T, LLC</u>	Date	<u>August 31, 2021</u>
Address	<u>11820 Wills Road, Suite 140</u>	City, State Zip	<u>Alpharetta, GA 30009-2056</u>
Contact Person	<u>Lisa Polillo</u>	Title	<u>Contract Administrator</u>
Authorized Signature		Title	<u>Contract Administrator</u>
Email	<u>lisa@specialt.net</u>	Phone	<u>678-421-8001</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>3/1/2022</u>	Or



Part F.1 - Catalog Discount for Items in a Commercially Available Catalog

AEPA #022-F Furniture

Bidding Company Name:
Name of Catalog:
(This must be the catalog in effect as of the bid date)

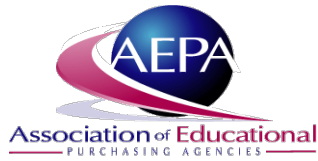
SPECIAL-T / SAFE-T LLC

Special-T, LLC Price List - JULY 2021

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	Table Bases	50%	
2	Screens Bar	50%	
3	Air Purifiers & Entry Systems	50%	
4			
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Part F.2 – Services Price Schedule

AEPA #022-A Furniture

Bidding Company Name:

SPECIAL-T, LLC / SAFE-T WORKPLACE PRODUCTS LLC

NOTE: If your company provides any of the services listed below, please complete the price schedule.

Part F.2 is an OPTIONAL FORM

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Design services for products available on a project-b Quoted by authorized participating dealer.	not to exceed \$12	Negotiable	Negotiable	Negotiable	Negotiable

Installation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Installation services for products available on a proj Quoted by authorized participating dealer.	not to exceed 20%	Negotiable	Negotiable	Negotiable	Negotiable

Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Special-T/Safe-T Mfr Reps and local Auth distr/deale schedule sales meetings, training sessions with AEPA agency upon request	No Add'l Fee				

Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	Special-T/Safe-T Mfr Reps and local Auth distr/deale Upon request and review on case by case basis	No Add'l Fee				

*Please detail additional discounts on large projects.

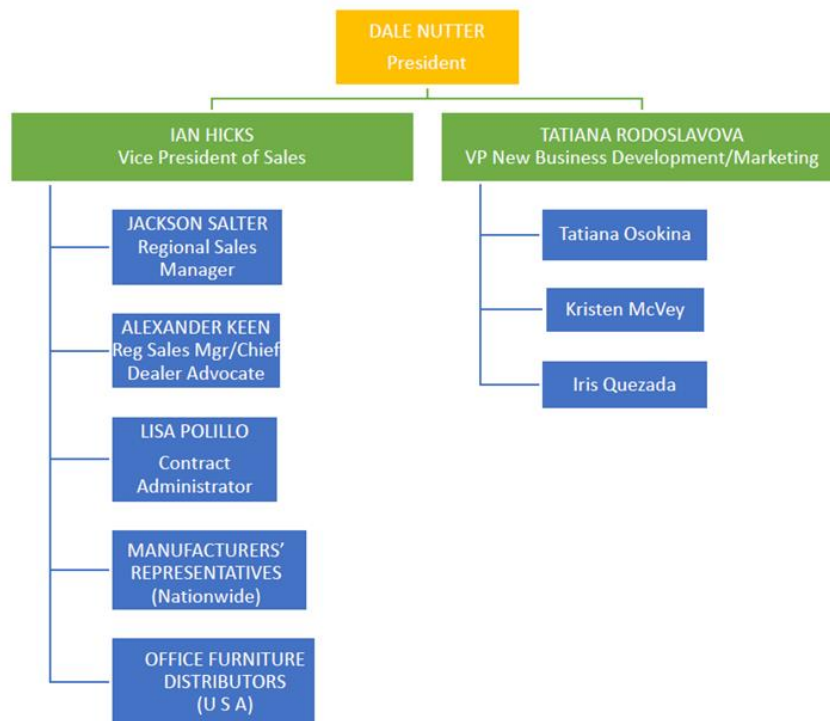


Special-T/Safe-T Marketing Plan for AEPA 022 Contract

Special-T, LLC has a national organization of Manufacturers’ Representatives that report to our V. P. of Sales and Regional Sales Managers. These reps have represented Special-T products for many years are a reliable resource for our field sales and product training efforts. Scheduling preliminary site visits or webinars to consult and discuss project requirements and best product solutions; product training, best-practices, etc. to fulfill the needs of AEPA members is their primary focus. This would include utilizing the AEPA members list to present Special-T, LLC products to key AEPA member’s procurement facilities. Our field sales staff can also make recommendations to our over 2,000 office furniture distributors throughout the U.S. to AEPA members.

In addition, our extensive network of Authorized distributors provides space planning & design services on a project-by-project basis, upon request. Special-T sales and customer service staff can consult with all parties to provide the best product selection for projects.

SPECIAL-T, LLC Sales & Marketing Organization Chart



Marketing Activities



Special-T, LLC markets our products to schools, colleges and universities, Cities, Counties, States and other tax-exempt non-profit organizations through a variety of activities, such as Constant Contact emails featuring key products, new product launches, line extensions, promotions, etc.; joint consumer sales calls with local distributor sales reps, manufacturer's reps and factory sales personnel; Lunch & Learn meetings to present product solutions for upcoming projects; participation in local distributors' consumer open houses; exhibit at key national and regional industry events, e.g. EDspaces, NeoCon; product presentation webinars with end-users, distributors, mfr reps and factory sales staff; PR pick-up and Advertising in leading industry magazines, etc. All activities and events are designed to increase brand awareness and product knowledge of Special-T, LLC and Safe-T Workplace Product solutions by presenting products, features and benefits, specifications, enable consultative selling with AEPA members, product pull-through, advertisements, promotions and more.

Special-T and Safe-T Workplace Products can partner and collaborate with AEPA by tailoring marketing campaigns to the AEPA membership. These ad campaigns would be emailed via directly to the AEPA member using the post contract award Membership roster.

In addition, our multi-level national sales team would schedule meetings to introduce our products and project support services to the AEPA member contacts. Another collaborative effort would be the co-branding of industry advertisement placements identifying Special-T as a AEPA supplier. This co-brand marketing would also be extended to exhibiting at educational trade shows.

Special-T will also post a AEPA Contract landing page on our website for the AEPA members and sales staff to access that will provide the contract details and pricing in support of the awarded contract. These activities would be offered throughout the life of the contract.

See included Example of Website landing Page doc below



https://www.specialt.net/contracts/kpn-24

special T NEW safe T BY APPLICATION BY LEAD TIME CHAIRS BASES & ACCESSORIES FINANCING OPTIONS

Home / Contracts

Contracts

ALABAMA

ARKANSAS

CMAS

ESCNJ

GSA

KPN

MISSISSIPPI

NEW YORK

NORTH CAROLINA


PA & COSTARS

PREMIER

SOUTH CAROLINA

TIPS

Keystone Purchasing Network



[Info Sheet](#)

Contract
IFB 202012-02

Contract Effective Date
Feb. 28, 2021

Contract Expiration Date
Feb. 28, 2022

[2021 Price List](#)

[Table Base Price List](#)

[Screens and Barriers Price List](#)

[Credit Card Form](#)

Special-T/Safe-T 30/60/90 Day Sales Implementation Plan for Sales Team and AEPA Members

A. 90-Day Implementation Plan – Special-T, LLC Team

1 - 10 Days: Creation of AEPA 022 Information Sheet detailing awarded products, pricing, terms, warranty and other contract terms & conditions

1 - 10 Days: AEPA 022 Contract Information Sheet posted on Special-T website to enable viewing of contract details by all AEPA Member Agencies and field sale staff

1 - 10 Days: Draft Email announcement of AEPA awarded Contract to our national sales representatives. Email to include the AEPA Contract Information Sheet providing contract details.

1 - 10 Days: Assign Point of Contact as liaison between AEPA Member Agencies and Special-T departments.



7 - 15 Days: AEPA members contact information will be provided to the national Special-T sales force.

10 - 15 Days: Schedule Sales Call with nationwide representatives to formally present and discuss the AEPA Contract offering. Primary focus to convey the use of the AEPA as lead contract program available for use by authorized Agencies. Presentation to also address the Agencies able to utilize the ordering, shipment, payment processes; review of contracted products; contract effective dates; referral of agencies not presently using AEPA to the AEPA website, office or field contact, etc.

10 - 30 Days: Update Special-T website to include AEPA Contract Tab presenting documents, local Authorized Distributor list and other contract information

15 - 60 Days: Hold sales meetings with sales representatives to continue to enforce the use of the AEPA contract and schedule presentation to local furniture resellers/authorized distributors

10 - 90 Days: Develop email blast marketing campaign to share case studies, product presentations, success stories tailored to resellers distribution lists and campaign will remain in effect through the life of the contract.

60- 90 Days: Special-T will review attendance and exhibitor participation in the AEPA member national, regional and local events as a contract supplier

B. 90-Day Implementation Plan – AEPA Members

1 - 10 Days: AEPA 022 Contract Information Sheet posted on Special-T website to enable viewing of contract details by all Member Agencies

10 - 30 Days: Develop co-branded Press releases to the industry announcing contract supplier status

10 - 90 Days: Develop email blast marketing campaign to share case studies, product presentations, success stories tailored to consumers distribution lists and campaign will remain in effect through the life of the contract.

15 - 90 Days: Design and Co-brand scheduled and/or new national and regional trade publication advertising using AEPA Members' logo

15 - 90 Days: Incorporate AEPA logo/Members' logo into marketing materials with focus on Member Agencies. Provided details to include Solicitation No., Dates of Contract, approved products and other contract terms & conditions



30 - 90 Days: Work with local furniture dealers to schedule consumer calls to present selected Special-T/Safe-T products to AEPA member agencies requesting furniture information and recommendations during the contract period



WARRANTY & RETURN

Policy

Warranty

February 15, 2021

To expedite your warranty claims quickly and accurately, go to specialt.net/claims and fill out the Warranty/Freight claim form. All claims must reference the original Purchase Order number and Special-T Sales Order or Invoice number.

Options+, 5-Day Quick Ship, and 1-Day Quick Ship Tables. Complete tables and all components included therein are warranted for a period of 10 years from the date of original invoice against poor workmanship and manufacturing defects. We retain the right to replace or repair at our discretion any products or parts thereof which are found defective in materials or workmanship. This warranty becomes invalid for products engineered by client, whereas construction method, material specifications of final product assembly adversely affects materials and or workmanship. In no event, shall liability under this warranty exceed the original purchase price. This warranty becomes invalid if the product or part exhibits abuse, improper or unusual use, including striking tops against other objects. This warranty is invalid if the product is subject to caustic or abrasive cleaning agents or any alterations from its original condition. This warranty does not cover self edge tops and/or tables where table legs/bases are more than 60" apart and do not include steel top support. Our tables and table tops are not for outdoor use. Any damage related to the outdoor use is not covered under this warranty. This warranty does not apply to normal wear and tear or damage caused by accident, neglect, misuse or improper installation or operation. This warranty is expressly made in lieu of any and all other warranties expressed or implied.

Patriot Electric and Liberty Electric Height Adjustable Tables and Bases are warranted to the original purchaser for a period of 10 years from the date of delivery, under normal use for one, 8-hour shift per day against manufacturing defects. We will repair or replace, at our discretion, any products that we determine to be defective as a result of faulty workmanship. In no event shall our liability under this warranty exceed the original purchase price of the product determined to be defective. This warranty does not apply where the product has been abused, mishandled, or subjected to use other than that for which it was designed. For purposes of this warranty, normal wear to the product finish shall not be considered a defect.

Table Bases Only. Bases are warranted to the original purchaser for a period of 10 years from the date of delivery, under normal use, against manufacturing defects. We will repair or replace, at our discretion, any products that we determine to be defective as a result of faulty workmanship. In no event, shall liability under this warranty exceed the original purchase price of the product determined to be defective. This warranty does not apply where the product has been abused, mishandled, or subjected to use other than that for which it was designed, including excessive weight and top size limitations. This warranty does not apply to normal wear and tear or damage caused by accident, neglect, misuse or improper installation or operation. There are no other warranties expressed or implied.

Table Tops Only. Table tops purchased separately are warranted for a period of one (1) year from date of original invoice against poor workmanship and manufacturing defects. We retain the right to replace or repair at our discretion any products or parts thereof which are found defective in materials or workmanship. This warranty becomes invalid for products engineered by the client whereas construction method, material specifications of final product assembly adversely affects materials and or workmanship. In no event, shall liability under this warranty exceed the original purchase price. This warranty becomes invalid if the product or parts exhibits



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WARRANTY & RETURN

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abuse, improper or unusual use. This warranty is invalid if the product is subject to caustic or abrasive cleaning agents or sharp objects that cause damage. This warranty is invalid if the product is altered from its original condition, or the client performs additional processing on the product that results in any alteration from its original condition. This warranty does not cover self edge tops and/or tops where table legs/bases are more than 60" apart and do not include steel top support. Our tables and table tops are not for outdoor use. Any damage related to outdoor use is not covered under this warranty. This warranty does not apply to normal wear and tear or damage caused by accident, neglect, misuse or improper installation or operation. This warranty is expressly made in lieu of any and all other warranties expressed or implied.

Wood Veneer. Special-T warrants that wood veneer tops shall be free of defects in workmanship or materials. All wood veneer tops will be built to customer's specifications. All defective product claims must be submitted in writing to Special-T within 30 days of the shipping date from Special-T. For all defective product claims, Special-T may request samples, photos, or videos demonstrating the defect before further action. No merchandise shall be returned or scrapped without prior approval from Special-T. Special-T reserves the right to refuse and return all unauthorized returns to the customer. Special-T Quality Inspection Department must confirm tops to be defective before the replacement process can begin. This warranty excludes any type of misuse, abuse, as well as ordinary wear and tear. The foregoing warranty shall not apply to damage caused under the following circumstances: a) modifications or attachments to Special-T products, b) damage caused by misapplication of cleaning products, c) natural variations in wood grain, figure, color or the presence of character marks, d) any handling or transportation damage to the products, e) changes in the surface finishes due to aging or exposure to light.

Power & Data: All Power and Data components are warranted for a period of 1 year from date of original invoice, against poor workmanship and manufacturing defects. This warranty becomes invalid for products engineered by client, whereas construction method, material specifications of final product assembly adversely affects materials and or workmanship. In no event, shall liability under this warranty exceed the original purchase price. This warranty does not apply to normal wear and tear or damage caused by accident, neglect, misuse or improper installation or operation.

Monitor Arms are warranted to the original purchaser for a period of 10 years from the date of delivery, under normal use for one, 8-hour shift per day, against manufacturing defects. We will repair or replace, at our discretion, any products that we determine to be defective as a result of faulty workmanship. In no event shall our liability under this warranty exceed the original purchase price of the product determined to be defective. This warranty does not apply where the product has been abused, mishandled, or subjected to use other than that for which it was designed. This warranty does not apply to normal wear and tear or damage caused by accident, neglect, misuse or improper installation or operation.



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Chairs: Special-T warrants to the original purchaser of the product and from the original date of sale, the following: Lifetime Warranty to the original end-user; the company will repair or replace, at its option, factory defective structural and mechanical parts with comparable product without charge. This warranty is for a single shift, standard commercial usage, defined as a standard 8-hour workday, five days a week. Weight limitation varies by product. Upholstery fabric and foam are warranted against wear through and deterioration during normal usage for a period of five (5) years. COM and COL are not warranted.

Wellness and Privacy Screens: Clear Plexiglass, Frosted Acrylic, and PET Wellness and Privacy Screens are warranted for a period of 10 years from the date of delivery against defects in materials or workmanship, subject to the limitations, exclusions, and other provisions detailed below. This limited warranty only applies to the original purchaser. The limited warranty is terminated upon transfer, sale, or modification of the product. In no event, shall liability under this warranty exceed the original purchase price. This warranty does not apply to normal wear and tear or damage caused by accident, neglect, abuse, misuse, vandalism, disaster, improper storage, improper cleaning, chemical damage, improper installation, operation, environmental factors, or discoloration due to sunlight or indoor lighting. This warranty does not apply to changes in surface finish due to aging or prolonged exposure to fluids or sun. In the event of repair and/or replacement of any defective product, Special-T does not warrant matching color, texture, or dye lots except to within commercially reasonable standards. This warranty is expressly made in lieu of any and all other warranties expressed or implied.

Air Purifier: Safe-T Air Purifier (Products) will be free from defects in material or workmanship for one (1) year from the date of purchase provided that you have replaced the filters with original Safe-T Air Purifier replacement filters according to the manufacturer recommended filter replacement schedule listed in the User Manual and on the Safe-T Website. Safe-T's sole obligation under this warranty will be at its option to repair or replace the Product and the replaced Product will be warranted for the remaining period of the original warranty. Replacement Products may contain new or refurbished parts. This warranty does not apply to Products damaged by misuse, accident, electrical disturbance or normal wear and tear. The Product is not designed for or warranted against damage from use in areas subject to extreme temperature, excessive moisture, or other inherently hazardous environments. The Limited Warranty covers normal use only and does not cover replacement filters.

ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS WARRANTY. EXCEPT FOR THE LIMITED EXPRESS WARRANTIES SET FORTH ABOVE, SPECIAL-T DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. In no event, shall liability under this warranty exceed the original purchase price. This warranty is expressly made in lieu of any and all other warranties expressed or implied.

Labor Warranty is subject to written approval. It does not cover labor costs associated with concealed freight damage.



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Returns

Product returns are subject to the following conditions:

- All returns must be accompanied by a Return Merchandise Authorization Form (RMA). The RMA must be requested within thirty (30) days of the original invoice date
- A 25% re-stocking fee and freight charges will be deducted from any refunds
- Products must be in new condition and packaged in the original cartons

- The following items are non-returnable and non-refundable:

- Table tops
- Power and data units
- Closeout tables and bases
- Custom metal paint and Black Wrinkle finish
- Metal bases with irreversible alterations



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Recommendation for New Contracts

AEPA IFB 022-A Furniture

Bids received that were rejected PRIOR to Category Committee evaluation with cause for rejection:
SICO American, Inc.: Did not provide pricing workbook or financial health document.

Bids received that were rejected DURING Category Committee evaluation with cause for rejection:
BioFit Engineered Products: A narrow offering of products that were not lowest value.
Special-T, LLC: A narrow offering of products that were not lowest value.

Vendor(s) recommended with reason for recommendation:

AmTab Manufacturing: A broad offering of products specifically for cafeteria/multi-use areas of a building with competitive pricing.

Demco Inc: Offering products specifically for library/media centers and their proprietary line at a substantial discount.

Lakeshore Equipment: Offering their own manufactured line of early childhood aged furniture with value added installation.

MeTEOR Education: A broad offering of manufacturer lines (44 total, including 18 unique lines) with competitive pricing.

National Business Furniture: Offering a broad offering of manufacturer lines (214 total, including 187 unique lines) that offer solutions for the non-education members.

School Specialty: A broad offering of manufacturer lines (75 total, including 46 unique lines) with the highest category discounts, free design services, and volume discounts.

Methodology Used by the Committee for Determination:

_____ Low responsive and responsible Respondent(s) based on the attached price tabulation.

_____ Low responsive and responsive Respondents(s) based on the attached market basket study tabulation.

X Responsive and responsible Respondents(s) based on the highest catalog discount.

Proposed Motion:

The Category Committee recommends that AEPA reject the bids from: SICO American, Inc; BioFit Engineered Products; and Special-T, LLC.

Proposed Motion:

The Category Committee recommends the following responses for approval by AEPA:

AmTab Manufacturing; Demco Inc; Lakeshore Equipment; MeTEOR Education; National Business Furniture; and School Specialty

Committee Members

Committee Chair – Name & Signature:

Melissa Mattson

Committee Member: Dave Puyear

Committee Member: Tina Smith