ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following Administration Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and <u>submit this page only</u>.**

- Respondent agrees to all terms and conditions outlined in following Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

<u>Note</u>: if a respondent wishes to negotiation the Administrative Fee amount, the respondent should choose the option to negotiate here.

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

3/1/2021

Karen ampersen, Contract Manager Authorized Signature & Title

Appendix A:

COMPANY PROFILE

1. Please provide your company's official registered name, Dun & Bradstreet (D&B) number, and primary corporate office location.

- Official Registered Name: Sedia Systems, Inc.
- Dun & Bradstreet (D&B) number: 795620256
- Primary corporate office location: 1820 W. Hubbard St., Suite 300, Chicago, IL 60622

2. Please provide a brief history of your company, including the year it was established.

• Sedia Systems has been manufacturing innovative fixed seating furniture since 2004. As the leading global manufacturer of lecture hall and auditorium furniture, Sedia Systems offers the widest range of fixed seating for the education, corporate, healthcare, government and public assembly markets.

We started our business 16 years ago by recognizing that most of the designs in marketplace were antiquated and institutional looking. In fact, most of the seating designs had not changed in almost 40 years. While the products were functional they were not elegant. We decided to build our company on the premise that lecture hall and auditorium furniture could be both beautifully designed and functional. That is how we have differentiated ourselves from our competitors.

Our Fixed Lecture Hall Furniture ranges from the innovative M Series swing away and fixed table system to award-winning designs that optimize room capacity while creating an unparalleled learning environment. Our Auditorium Seating is suitable for a broad spectrum of education venues including performing arts, theaters and auditoriums. Inspired solutions include our innovative, space saving JumpSeat, the versatile FT20 and the new E10 and P10 auditorium chairs. We also offer ideal solutions for Public Spaces including lobbies, hallways and group meeting areas.

Sedia Systems is constantly refining and redefining the fixed seating industry. Through inspired designs, creative and innovative solutions and high-quality products, we are committed to delivering amazing client experiences with seating solutions that challenge the status quo and delight end users.

We understand that no two projects are alike and tailor our products and services to each individual customer and project. We approach each unique challenge with great care and expertise by leveraging our experience and engineering team, with the industry's widest range of products. This approach enables us to create elegant, responsive and reliable solutions that exceed expectations.

Another benefit to a relationship with Sedia Systems is that we enjoy collaborative and proactive partnerships with some of the worlds' leading architects and designers who specify fixed seating. These partnerships will open the door for additional opportunities that members may not currently enjoy.

- 3. Who is your competition in the marketplace?
 - Sedia Systems competes with manufacturers that produce fixed lecture hall and auditorium seating. These manufacturers include KI, Irwin Seating, Hussey Seating, Navetta and Series Seating.
- 4. What are your overall annual sales for last three (3) years?
 - Sedia Systems annual sales for the last two years and 2021 forecast are listed in the table below:

SEDIA SYSTEMS ANNUAL SALES			
2019 Sales	2020 Sales	2021 Sales	
\$16,500,000	\$16,000,000	\$21,000,000	

5. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

• Sedia Systems overall public sector sales, excluding Federal Government, for the last two years and 2021 forecast are listed in the table below:

SEDIA SYSTEMS PUBLIC SECTOR SALES		
2019 Sales	2020 Sales	2021 Sales
\$15,855,000	\$15,455,000	\$19,165,000

- 6. What differentiates your company from competitors in the public sector?
 - a. Sedia Systems offers annual site inspection services to the customer. During these inspections we verify that all of our products are functioning properly, repair or replace any items that are not functioning properly that are under warranty and/or make note of any items that need to be repaired or replaced that may not be covered by warranty, so that the customer can address the issue proactively.

Sedia Systems offers design and space planning services for each project at no additional charge. We will optimize seat counts, layouts and ensure that the space is configured optimally to meet every customer's specific needs.

Sedia Systems installs through a nationwide network of factory trained and certified installers to ensure a trouble free and on time installation.

Sedia Systems' only focus is on fixed lecture hall and auditorium furniture. Consistently refining and redefining fixed seating expectations is our passion. Through inspired design, creative solutions and high-quality products, we are committed to delivering thoughtful and innovative client experiences with seating solutions that challenge the status quo, engage users and create environments that enhance learning.

Sedia Systems transforms spaces into extraordinary and interactive experiences. We are dedicated to helping clients create, deliver and maintain a differentiated

environment with our unmatched fixed seating solutions. The result is distinctive and engaging learning and training spaces for the education market.

No two projects are alike. Knowing this, we approach each unique challenge with great care and expertise by leveraging the widest range of thoughtfully selected product lines. This approach enables us to create custom, responsive and reliable solutions that exceed expectations.

Our collaborative and proactive partnerships with architects, designers, dealers, and end users are critical to nurturing and growing long-term customer relationships. These relationships enable us to provide innovative and custom fixed seating solutions to meet our client's unique needs.

Our clients' peace of mind is paramount in all that we do. We listen carefully to ensure that we clearly understand their needs and are able to provide the right solutions at the right price, thus maximizing value. We partner with our clients to create their new environments throughout each phase of the project through a collaborative process.

- 7. Please provide your company's environmental policy and/or sustainability initiative.
 - As a leading manufacturer of lecture hall and auditorium seating, Sedia Systems strives for sustainability and environmental stewardship.

We offer numerous options to integrate recycled materials and renewable resources into products through the use of upholstery fabrics with 100% recycled polyester, recycled metal and polypropylene, laminates that are Greenguard Indoor Air Quality Certified®, FSC wood products, and NAUF particleboard 100% pre-consumer recycled wood.

Sedia Systems is certified for Forest Stewardship Council Chain-of-Custody, Certificate Registration Codes: NC-COC-004612 and RA-COC-004612. Sedia Systems products are also certified Clean Air Gold (conforming to ANSI/BIFMA e3-2014e, Sections 7.6.1, 7.6.2, 7.6.3).

Sedia Systems supports the USGBC Leadership in Energy and Environmental Design Program. We adjust operating hours around peak demand with utility companies and recycle all plastic, corrugated and metal products. We also bulk pack, consolidate and reuse packaging to reduce the amount of waste. Sedia Systems uses only environmentally safe chemicals in all of our manufacturing and operational facilities.

As part of our mission, Sedia Systems is always looking for more and better ways to limit our product's impact on the environment. We offer numerous fixed seating options that maximize seating capacity in a given space, enabling the footprint of a classroom, lecture hall or building to be smaller and therefore utilize fewer resources. Sedia Systems strives to find environmentally friendly components and options. In addition, we build the most durable and attractive products in our industry so the products have a very long-life cycle, greatly reducing future waste. Sedia Systems is currently working towards BIFMA Level® sustainability certification.

8. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

□ Yes X No

8a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

Yes

□ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

8b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company? (If answer is no, attach a statement detailing how pricing for participants would be calculated.)

9. Diversity Vendor Certification Participation – It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise
Respondent certifies that this firm is an MWBE
Yes
X No
List certifying agency: N/A

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Respondent certifies that this firm is a SBE or DBE
X Yes
No
List certifying agency: Self-certified as a Small Business

c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is an DVBE
Yes
X No
List certifying agency: N/A

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB □ Yes X No List certifying agency: N/A

e. Historically Underutilized Business Zone Enterprise (HUBZone) Respondent certifies that this firm is an HUBZone □ Yes X No List certifying agency: N/A f. Other

Respondent certifies that this firm is a recognized diversity certificate holder □ Yes X No List certifying agency: N/A

PRICING/PRODUCTS/SERVICES OFFERED:

10. Please outline your products being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.

- Sedia Systems will offer our entire line of innovative fixed seating solutions, multipurpose products and acoustic solutions including:
 - Auditorium Seating: Sedia Systems auditorium solutions are suitable for a wide variety of venues. Whether designing a performing arts venue, a corporate theater or a university auditorium, Sedia Systems is your single source for auditorium seating. From our new, performing arts inspired G20 to our exceptionally comfortable mesh back FT20, Sedia Systems has the design, price points and experience to deliver the perfect solution worldwide.
 - 1. E10
 - 2. P10
 - 3. R40
 - 4. J30
 - 5. G20
 - 6. L40
 - 7. FT20
 - 8. FT20 Mesh
 - 9. Mercury
 - 10. Mercury Plus
 - 11. Mercury Premier
 - 12. SpaceMax
 - 13. A7 Tablet
 - Lecture Hall Seating & Tables: Sedia Systems offers a wide variety of contemporary lecture hall seating. From the innovative M Series that optimizes room capacity, to the sleek V8000 that offers a modern and elegant design, our solutions deliver unparalleled learning environments. Sedia Systems has installed lecture halls at some of the world's most prestigious colleges, universities and multinational corporations. With the broadest array of designs and options we can address all your lecture hall needs seamlessly and efficiently, anywhere on the planet.
 - 1. M50 Fixed Table

- 2. M60 Swing Away
- 3. T50 Fixed Table
- 4. Beam Series
- 5. Jury Series
- 6. V8000

 JumpSeat Collection: Jumpseat Collection is a complete line of seating that can be used anywhere space is at a premium. Each version of the patented JumpSeat builds on the same baseline features. The JumpSeat's innovative design combined with its space-saving and streamlined characteristics are perfect for the healthcare, corporate, education, retail and residential markets. The JumpSeat Collection consists of the JumpSeat, JumpSeat 90, JumpSeat Wall and the new JumpSeat Emerge.

- 1. JumpSeat
- 2. JumpSeat 90
- 3. JumpSeat Wall
- 4. JumpSeat Emerge
- Multipurpose Products: Sedia Systems offers a line of loose furniture designed to work and integrate seamlessly with our fixed seating solutions. The height-adjustable X20 Training Table and the Gnosi Collection, along with a variety of lecterns, task and stack chairs, are a perfect complement to all of our Sedia Systems fixed seating products.
 - 1. X Series Tables
 - 2. Turandot Chair
 - 3. Tecton Chair
 - 4. Ply Chair
 - 5. Gnosi Chair
 - 6. Lecterns
- Acoustic Solutions (Akouo Acoustics): Akouo Acoustics, a division of Sedia Systems, offers a comprehensive portfolio of eye-pleasing and earsoothing sound management tools. Our three collections provide state-of-theart acoustic solutions for an array of environments including auditoriums, lecture halls, performing arts venues, worship centers and workplaces. Our consultants can design optimal solutions that improve speech intelligibility and reduce reverberations while enhancing aesthetics. The Akouo acoustic collections include Livello fabric wrapped panels, GiosFelt PET felt panels and WoodLine wood panels.
 - 1. Livello Fabric Wrapped Wall & Ceiling Panels
 - 2. GiosFelt PET Felt Wall & Ceiling Products
 - 3. WoodLine Wood Wall & Ceiling Panels

11. Please outline your services being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.

Sedia Systems is a full-service, turn-key manufacturer. We not only offer beautifully designed products, but our real differentiation lies in the following services:

 Professional Consulting:
 Needs Analysis

- 1. Experienced and Professional Regional Consultants + Independent Sales Representatives
- 2. Review project objectives, target seat counts, budgets, timelines and any other construction constraints
- Product Recommendations & Visualization
 - 1. Configurator Tool
 - a. Visualize fabrics, finishes and options on each auditorium chair
 - b. Download high res image and PDF of the configured chair
 - 2. Augmented Reality App
 - a. Configure auditorium chair on your tablet and place in a room to visualize colors, stains and fabrics within a space
- Engineering:

• Experienced Engineering Team

- 1. Cumulative 50+ years of experience in fixed seating space
- 2. Collaborative approach to problem solving with Architects and General Contractors relating to site conditions
- $_{\odot}$ Attention to Detail
 - 1. Compliance and expertise with universally accepted building codes; IBC & ADA
- Cutting-Edge Technology
 - 1. Auto Layout Tool
 - a. Shorter turnaround times for drawings and project proposals
 - 2. FARO 3D Room Scanning
 - a. Measures rooms to within a 1mm tolerance
 - b. Point-cloud data provides ability to see all characteristics of the room
 - c. Data can be imported into AutoCAD, streamlining the drawing process
 - 3. Quote & Drawing Process
 - a. Detailed AutoCAD drawings and quotes for customer approval
 - b. Offering design and space planning services at no additional charge
 - c. Optimize seat counts, line of sight layouts and ensure the space is configured to meet customer's specific needs
 - d. REVIT/BIM capabilities
- Project Management:
 - Hands-On Coordination
 - 1. Interface with contractors, architects, designers, other vendors and trades to ensure expectations are met
 - 2. Attend on-site construction meetings
 - o Field Checks
 - 1. Measurement and verification of site dimensions and final signoffs
 - 2. Manual field checks or laser scanning, depending on site conditions
 - Logistics
 - 1. Schedule delivery, unloading of trucks and placement of products
 - 2. Understanding detailed offloading conditions and requirements o Installation Management
 - 1. Development of furniture installation schedule

- 2. Coordination of schedules with all trades (electricians, laborers, etc.)
- 3. Reconfigure and/or removal of existing furniture
- 4. Ensure work site safety
- Installation

Hands-On Coordination

- 1. Interface with contractors, architects, designers, other vendors and trades to ensure expectations are met
- 2. Attend on-site construction meetings
- 3. Field Checks
- 4. Measurement and verification of site dimensions and final signoffs
- 5. Manual field checks or laser scanning, depending on site conditions
- 6. Logistics
- 7. Schedule delivery, unloading of trucks and placement of products
- 8. Understanding detailed offloading conditions and requirements
- 9. Installation Management
- 10. Development of furniture installation schedule
- 11. Coordination of schedules with all trades (electricians, laborers, etc.)
- 12. Reconfigure and/or removal of existing furniture
- 13. Ensure work site safety
- Service & Support
 - Hands-On Coordination
 - 1. Interface with contractors, architects, designers, other vendors and trades to ensure expectations are met
 - 2. Attend on-site construction meetings
 - Field Checks
 - 1. Measurement and verification of site dimensions and final signoffs

2. Manual field checks or laser scanning, depending on site conditions o Logistics

- 1. Schedule delivery, unloading of trucks and placement of products
- 2. Understanding detailed offloading conditions and requirements
- 3. Installation Management
- 4. Development of furniture installation schedule
- 5. Coordination of schedules with all trades (electricians, laborers, etc.)
- 6. Reconfigure and/or removal of existing furniture
- 7. Ensure work site safety

12. If you are offering installation services, please describe the process for installation, including the ordering process, who will be performing installation and how/if you will project manage the installation.

 Installation will be a separate line item and is quoted on a project-by-project basis. Sedia Systems installs through a nationwide network of factory trained and certified installers to ensure a trouble free and on time installation. Sedia Systems employs a Project Management team who has experience in all aspects of managing a project from beginning to end, including management of the installation.

13. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

• Yes, all Sedia Systems products and pricing have been made available under this contract and are provided in the pricing sections.

14. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

X Yes □ No

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

- 15. Does pricing submitted include the required administrative fee?
 - X Yes
 - 🗆 No

16. Define your invoicing process and standard terms of payment.

Invoices are sent once the order ships. Payment on all Sedia Systems invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice and without offset, back charges, retention, or withholding of any kind. Unpaid and delinguent invoices which remain unpaid or delinguent for more than 10 days after their due date shall be a "Default" and all such invoices shall accrue interest from the due date at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law. Upon a Default, without waiver of Sedia Systems' right to exercise any other remedy provided herein or otherwise by law or in equity, Sedia Systems' remedies include but are not limited to any or all of the following: (a) termination of any order; (b) stopping delivery of products; (c) cancel all pending orders and recover any cancellation charges from Customer; (d) repossessing any products pursuant to its security interest and selling any such products; and (e) reimbursement by Customer to Sedia Systems for all reasonable expenses of enforcement of these Terms & Conditions including, without limitation, reasonable attorneys' fees and other legal costs and including all such costs (including reasonable attorney fees) associated with collecting delinguent or dishonored payments or with collecting or enforcing these Terms & Conditions including in any Customer bankruptcy proceeding.

PERFORMANCE CAPABILITIES:

17. States Covered - Respondent must indicate any and all states where products and services are being offered.

∑ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)					
	Alabama		Kentucky		North Dakota
	Alaska		Louisiana		Ohio
	Arizona		Maine		Oklahoma
	Arkansas		Maryland		Oregon
	California		Massachusetts		Pennsylvania
	Colorado		Michigan		Rhode Island
	Connecticut		Minnesota		South Carolina
	Delaware		Mississippi		South Dakota
	District of Columbia		Missouri		Tennessee
	Florida		Montana		Texas
	Georgia		Nebraska		Utah
	Hawaii		Nevada		Vermont
	Idaho		New Hampshire		Virginia
	Illinois		New Jersey		Washington
	Indiana		New Mexico		West Virginia
	lowa		New York		Wisconsin
	Kansas		North Carolina		Wyoming
		I	an ship have in a success of a ship ship and he		h a lauv)
	U.S. Territories & Outlying Areas (Se American Samoa			Dxes	
님		H	Midway Islands		U.S. Virgin Islands
	Federated States of		Northern Marina		
	Micronesia		Islands		
	Guam	\Box	Puerto Rico		

18. List the number and location of offices, or service centers for all states being proposed in solicitation.

 Sedia Systems is headquartered in Chicago, IL. Our Executive Management, Engineering, Project Management, Design, Marketing and Accounting departments are located at our Chicago headquarters. Sedia Systems has a manufacturing facility in High Point, NC, where a team of individuals are employed to oversee the production, assembly and shipment of all products. Sedia Systems employs a sales force of five Regional Sales Managers, who dedicate 100% of their time to the sale of Sedia Systems' fixed lecture hall and auditorium seating. These five Regional Sales Managers manage a group of 20 Independent Sales organizations, employing over 50 sales representatives throughout the United States and Canada. The entire group is focused on selling primarily into the education market.

Corporate Office:

1820 W. Hubbard Street, Suite 300 Chicago, IL 60622 Phone: (312) 229-4415

Showroom:

Sedia Systems, Suite 11-121 222 Merchandise Mart Plaza Chicago, IL 60654

Manufacturing Facility:

541 W. Fairfield Rd. (new location in Asheboro starting May 2021) High Point, NC 27263 Phone: (336) 887-3818

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

X Manufacturer direct

- □ Authorized distributor
- □ Value-added reseller
- □ Certified education/government reseller
- X Manufacturer marketing through reseller
- □ Other
- Sedia Systems does not have exclusive dealers and can partner with any dealer nationwide. We are customer focused and allow the end user to determine how they want to purchase. The member can purchase directly from Sedia Systems or through a local dealer.

20. Provide relevant information regarding your ordering process including the ability for purchasing group members to verify they are receiving contract pricing.

• We have two project managers that will be assigned to this contract and its members. If an order comes from a purchasing group member, the contract pricing will be automatically applied as per our agreement.

21. Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).

 All customer service inquiries can be directed to Sedia Systems' headquarters by phone, (312) 212- 8010 or by email, info@sediasystems.com. Sedia Systems employs a team of knowledgeable sales managers, engineers, project managers and marketing professionals that can provide assistance. Sedia Systems' regular business hours are Monday through Friday, 8:00am - 5:00pm CST. If there is an urgent matter, the participating entity can contact the Contract Administrator after normal business hours by phone or by email. In addition to our Customer Service team, the Sedia Systems owners are very active in the business and aware that customer satisfaction is at the core of securing repeat business.

22. Describe any training or other support resources you provide to support end users in better understanding how to utilize your products and services?

• We can customize a training program to your members needs. However, it is not likely that they will need much training as we provide all the services in a turnkey

manner and will walk them through the project procurement process one step at a time with our engineering and project management teams.

23. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

• Please find attached OSHA and EMR documentation from the past 3 years.

24. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.

• The Contract Manager, Karen Andersen, will be responsible for all reporting requirements through this agreement. Ms. Andersen will provide the electronic reports to Equalis Group with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Ms. Andersen will submit the reports by the fifteenth (15th) day after the close of the previous month. As Contract Manager, Ms. Andersen has experience collecting and compiling contract sales under other contracts that Sedia Systems holds.

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

 Sedia Systems will provide the required management reports including but not limited to, consolidated billing by location, time and attendance reports, etc. for each eligible agency. The Contract Administrator, Karen Andersen, will be responsible for all reporting requirements. As Contract Manager, Ms. Andersen has experience collecting and compiling contract reporting under other contracts that Sedia Systems holds.

QUALIFICATION AND EXPERIENCE:

26. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

- Executive Contact Roy Koch Managing Partner 1820 W. Hubbard St., Suite 300 Chicago, IL 60622 (312) 212-8010 rkoch@sediasystems.com
- Account Manager / Sales Lead Ken Avery National Sales Manager 1820 W. Hubbard St., Suite 300 Chicago, IL 60622 (312) 212-8010 kavery@sediasystems.com

- Contract Manager Karen Andersen Contract Manager / Marketing Manager 1820 W. Hubbard St., Suite 300 Chicago, IL 60622 (312) 212-8010 <u>kandersen@sediasystems.com</u>
- Billing & Reporting/Accounts Payable Steve Stephanidis Controller 1820 W. Hubbard St., Suite 300 Chicago, IL 60622 (312) 212-8010 <u>sstephanidis@sediasystems.com</u>
- Marketing Karen Andersen Marketing Manager / Contract Manager 1820 W. Hubbard St., Suite 300 Chicago, IL 60622 (312) 212-8010 <u>kandersen@sediasystems.com</u>

27. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name: University of Toronto Entity Type (Government, Education, Non-Profit): Education State / Province: Ontario Scope of Work: Manufacture & Install: M60 Swing Away Seating, Beam Seating and Auditorium Seating Size of Transactions: \$6,000 - \$350,000 Dollar Volume Past Three Years: \$3,200,000
- Entity Name: University of Alabama Entity Type (Government, Education, Non-Profit): Education State / Province: Alabama Scope of Work: Manufacture & Install: M60 Swing Away Seating Size of Transactions: \$120,000 - \$1,200,000 Dollar Volume Past Three Years: \$1,600,000
- Entity Name: Northeastern University Entity Type (Government, Education, Non-Profit): Education State / Province: Massachusetts Scope of Work: Manufacture & Install: FT20 Auditorium Seating Size of Transactions: \$270,000 - \$365,000 Dollar Volume Past Three Years: \$1,240,000
- Entity Name: Arizona State University Entity Type (Government, Education, Non-Profit): Education

State / Province: Arizona Scope of Work: Manufacture & Install: Beam Seating, M50 Fixed Tables, JumpSeat Collection Size of Transactions: \$14,000 - \$480,000 Dollar Volume Past Three Years: \$825,180

 Entity Name: Lincoln Memorial University Entity Type (Government, Education, Non-Profit): Education State / Province: Tennessee Scope of Work: Manufacture & Install: M60 Swing Away Seating Size of Transactions: \$20,000 - \$430,000 Dollar Volume Past Three Years: \$800,000

28. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

- Cooperative/GPO Name: NCPA Contract Number: Furniture Contract #07-41 Expiration Date: 10/31/2021* (*Option to renew for two (2) additional one (1) year periods)
- Cooperative/GPO Name: State of Florida, Alternate Contract Source (ACS) Contract Number: 56120000-19-ACS for Furniture Expiration Date: 12/1/2023
- Cooperative/GPO Name: State of New York, Statewide Furniture, All Types (Except Hospital Room and Patient Handling) Contract Number: #20915, Sedia Systems Contract #PC68414 Expiration Date: 12/1/2023
- Cooperative/GPO Name: State of Pennsylvania, Commercial Furniture Contract Contract Number: #4400016596 Expiration Date: 4/30/2022
- Cooperative/GPO Name: Massachusetts Higher Education Consortium (MHEC), Furniture Contract Contract Number: #MC12- CO7 Expiration Date: 7/31/2023
- Cooperative/GPO Name: Texas BuyBoard, Furniture School, Office, Science, Library & Dormitory Contract Contract Number: #584-19 Expiration Date: 3/31/2021* (*Option to renew for one (1) additional one (1) year period)

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

 Sedia Systems currently only holds one other cooperative purchasing contract, NCPA, and many state purchasing contracts. Sedia Systems was awarded the NCPA Contract in October of 2015 and has had great success with the cooperative purchasing program thus far. The contact for the NCPA contract is Matthew Mackel (phone: (832) 331-2985 and email: mmackel@ncpa.us).

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

- We hold all necessary licenses and insurance requirements to support our business model. Please see the attached copies of the following Sedia Systems certifications:
 - State of Illinois Business Registration
 - Secretary of the State of Illinois Good Standing Certificate
 - Forest Stewardship Council Chain-of-Custody Certification
 - Rainforest Alliance Certification
 - Clean Air Gold Certification
 - UL 962 Certification (Auditorium Chairs)
 - UL 1286 Certification (M Series)
- Sedia Systems is a self-certified Small Business Entity (SBE).
- When WMBE or SBE involvement is required, we will partner with local dealers that hold these certifications.

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

- Sedia Systems is not currently, nor has been in the past, involved in any litigation, bankruptcy or reorganization.
- 32. Felony Conviction Notice Please check applicable box:

□ A publicly held corporation; therefore, this reporting requirement is not applicable X Is not owned or operated by anyone who has been convicted of a felony.

□ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

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

VALUE ADD:

33. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
 - *i.* Equalis Group and Region 10 ESC Logo
 - ii. Link to Equalis Group and Region 10 ESC website

iii. Summary of contract and services offered

iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

h. Announcement within your firm, including training of the agreement with your national sales force

i. Marketing the agreement to new and existing government customers

• The Contract will receive the fullest level of commitment from Sedia Systems' Executive Team and Sales Team. The Executive team consists of Wilson Troup (President), Roy Koch (Managing Partner), Karen Andersen (Contract Manager/Marketing Manager).

Mr. Troup, Mr. Koch and Ms. Andersen have had significant experience implementing a collective buying agreement. Mr. Koch successfully implemented buying agreements at KI, Sagus Corporation and Aurora Storage, yielding significant growth and returns for Base Agencies, Collective Buying Groups and the manufacturing companies that Mr. Koch lead. Based on Mr. Koch's prior experience with three other companies on cooperative purchasing contracts, he will be personally involved in promoting this contract. He will promote the Equalis Group and Region 10 ESC contract on a daily basis with our sales team, rep groups and dealer network.

Upon being awarded the Contract, Sedia Systems Executive Team will create a cobranded press release within the first 30 days. An announcement of the award will be sent through all of Sedia Systems' social media sites, including Facebook, Instagram, LinkedIn and Twitter. The Marketing department will create co-branded collateral pieces and advertisements of the contract to be included in regional and national publications. Sedia Systems agrees to participate in trade shows in order to promote the contract to current and potential clients.

Sedia Systems offers a thorough website that includes the tools users need to promote our products. Upon being awarded the Contract, Sedia Systems will create and maintain a dedicated Equalis Group and Region 10 ESC internet web-based homepage. At Sedia Systems, we understand the importance of a contract specific site that includes the Equalis Group and Region 10 ESC logo, a link to the Equalis Group and Region 10 ESC logo, a link to the Equalis Group and Region 10 ESC logo and services offered, as well as Due Diligence Documents (copy of solicitation, copy of contract and any amendments and marketing materials). Sedia Systems will Market the agreement to new and existing government customers through email blasts, in-person and online meetings.

34. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

 Sedia Systems acknowledges that we agree to provide our corporate logo to Region 10 ESC and, as such, agrees to provide permission for reproduction of such logo in marketing communications and promotions.

35. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

• \$500,000.00 in year one

- \$750,000.00 in year two
- \$1,500,000.00 in year three

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

 The most important factor in improving customer's ability to access products, on time delivery and other innovative strategies is that Sedia Systems is a small and very flat organization. Customers of Sedia Systems have very quick access to anyone on the Senior Executive team with one phone call. This makes us unique in the industry as there are virtually no layers of bureaucracy to have to navigate.

Sedia Systems provides an Industry Leading Annual Maintenance Program that includes an inspection of the product for ten (10) years following the installation. A Sedia Systems representative will schedule a day and time to visit the room each year near the date of the installation to inspect the product to ensure that it's fully operational at a level comparable to that at the time of the installation, and to ensure that all finishes including veneers, upholstery, poly and laminate surfaces are in acceptable condition given the normal wear and tear. Minor adjustments and repairs will be provided at the time of the inspection. If additional work is required it will be scheduled with an installer to be performed as soon as possible.

Sedia Systems has continued to invest in tools to leverage technology within our organization. We recently purchased a Faro 3D room scanner to be selectively deployed by our Engineering team. This device allows us to measure the room with or without furniture with a 1mm tolerance. Once we have this point-cloud data we are able to see all characteristics of the room, streamlining the drawing process with extreme precision.

We have also been developing Auto layout tools over the past couple of years which helps us to create our preliminary drawings faster which facilitates and accelerates our consultative selling process.

Sedia Systems has also invested in a configurator tool that lives on our website for all users to access. Our auditorium chairs can be built within the configurator to help visualize fabrics, finishes and options on the specific chair. The user can then download a specification sheet, high-res PDF or 3D files of the chair they built. In conjunction with our configurator, we also have an Augmented Reality app available. This app allows you to build the auditorium chair you want and place it in a room to see how it will look. You can walk around the chair and visualize the fabrics and finishes within the space.

These technological advances are additional examples of why Sedia Systems is a leader in the global fixed seating market.

Appendix B:

PRICING – Please see Attachment B

Appendix C:

CERTIFICATES – Please see attached certificates at the end of this document

Appendix D:

VALUE ADD

1. Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

- Annual Inspection and Maintenance: Sedia Systems offers annual site inspection services at no charge to the customer. During these inspections we verify that all of our products are functioning properly, repair or replace any items that are not functioning properly that are under warranty and/or make note of any items that need to be repaired or replaced that may not be covered by warranty, so that the customer can address the issue proactively.
- Design/Space Planning: Sedia Systems offers design and space planning services for each project at no additional charge. We will optimize seat counts, layouts and ensure that the space is configured optimally to meet every customer's specific needs.
 - Installation Services:

Sedia Systems installs through a nationwide network of factory trained and certified installers to ensure a trouble free and on time installation.

Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

 This Vendor Contract and Signature Form ("Contract") is made as of ______, by and between ______, sedia Systems, Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Event seating solutions ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at *Education Service Center*, *Region 10, 400 E Spring Valley Rd, Richardson, TX 75081*

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- Term: The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- Automatic Renewal: Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

<u>Compliance</u>: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

<u>Respondent's promise</u>: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents**: Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract**: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6. **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements**: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 <u>Termination for cause</u>: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures**: Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

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

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

5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment**: Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

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

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

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

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions**: Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 <u>Additional charges</u>: Unless bought on F.O.B. "shipping point" and Vendor 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, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays**: Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments**: The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

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

8.3 **<u>Reporting</u>**: Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at <u>info@equalisgroup.org</u>. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

	Equalis Member ID
Member Data	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
ber	Customer Street Address *required
em	Customer City *required
Σ	Customer Zip Code <mark>*required</mark>
	Customer State <mark>*required</mark>
E	Distributor Name
Distributor Data	Distributor ID
tor	Distributor Street Address
ibu	Distributor City
istr	Distributor Zip Code
	Distributor State
	Product Category level 1
	Distributor Product Number
ata	Manufacturer Product Number
L L L	Product Description
Product Data	Product Brand Name
Pro	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3

a	Purchase Unit of Measure
Spend Data	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required

Admin Fee % <mark>*required</mark>
Admin Fee \$ <mark>*required</mark>

ARTICLE 9- PRICING

9.1 <u>Market competitive guarantee</u>: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 <u>Additional Charges</u>: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 <u>**Prevailing Wage**</u>: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 <u>Administrative Fees</u>: The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. <u>All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.</u>

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

ARTICLE 10- PRICING AUDIT

10.1 <u>Audit rights</u>: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **<u>Current products</u>**: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 <u>New products/Services</u>: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 <u>Warranty conditions</u>: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 <u>**Cleanup**</u>: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 <u>Site Preparation</u>: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 <u>Registered sex offender restrictions</u>: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 <u>Stored materials</u>: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

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

12.7 <u>Maintenance Facilities and Support</u>: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

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

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

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

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

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

13.3 <u>Indemnity</u>: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 <u>Marketing</u>: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo

or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 <u>Insurance</u>: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 <u>Subcontracts/Sub Contractors</u>: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

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

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity

and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

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

CONTRACT SIGNATURE FORM

n ..

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

Prices are guaranteed: 120 days	
Company name	
	Sedia Systems, I

	Seula Systems, Inc.
Address	1820 W. Hubbard St., Suite 300
City/State/Zip	
···// - ····/	Chicago, IL 60622
Telephone No.	
	(312) 212-8010
Fax No.	
	(312) 277-7160
Email address	e model pour prime and make and make and
	kandersen@sediasystems.com
Printed name	
	Karen Andersen
Position with company	
	Contract Manager
Authorized signature	Karen audersen
	Have C towned but t

Term of contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

_to __

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number

CONTRACT SIGNATURE FORM

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

Prices are guaranteed: 120 days

Company name	
	Sedia Systems, Inc.
Address	1820 W. Hubbard St., Suite 300
City/State/Zip	
orth states the	Chicago, IL 60622
Telephone No.	
	(312) 212-8010
Fax No.	
	(312) 277-7160
Email address	
	kandersen@sediasystems.com
Printed name	
	Karen Andersen
Position with company	
	Contract Manager
Authorized signature	Karen audersen

Term of contract _____ May 1, 2021 to _____ April 30, 2024

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

5/4/21

Date

Rickey Williams

Print Name

Equalis Group Contract Number <u>R10-1113A</u>

Appendix F: ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

• DOC #11 Arizona Contractor Requirements

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

• DOC #17 General Terms & Conditions and Acceptance Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1 CLEAN AIR AND WATER ACT

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

Potential Vendor: Sedia Systems, Inc.

Title of Authorized Representative: Contract Manager

Mailing Address: 1820 W. Hubbard St., Suite 300, Chicago, IL 60622

Signature: Karen audersen

DOC #2 DEBARMENT NOTICE

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

Potential Vendor: Sedia Systems, Inc.

Title of Authorized Representative: Contract Manager

Mailing Address: 1820 W. Hubbard St., Suite 300, Chicago, IL 60622

Signature: Kanen anderson

DOC #3 LOBBYING CERTIFICATION

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

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

nature of Respondent

2/2/2021

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Signature of Respondent

12/2021

Date

DOC #5 ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

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

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

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

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

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

VENDOR Sedia Systems, Inc.

ADDRESS 1820 W. Hubbard St., Suite 300

Chicago, IL 60622

RESPONDANT

aren andersin

Signature

Karen Andersen Printed Name

Contract Manager Position with Company

PHONE (312) 212-8010

FAX (312) 277-7160

AUTHORIZING OFFICIAL

Signature

Printed Name

Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

I certify that my company is a "resident Bidder"

X I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Sedia Systems, Inc.	1820 W. Hubbard	St., Suite 300	
Company Name	Address	;	
Chicago	IL	60622	
City	State	Zip	

DOC #10 FEDERAL FUNDS CERTIFICATION FORM

When a participating 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 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? KA (Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? KA (Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts 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. Vendor 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 Vendor agrees that it shall comply with such provision.

Does vendor agree? KA (Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at <u>www.wdol.gov</u>. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree?	KA
	(Initials of Authorized Bennes

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree?

(Initials of Authorized Representative)

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 subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? KA (Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree?

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended. or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? KA-(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

مته

-

Does vendor agree? KA (Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor 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.

Does vendor agree? KA (Initials of Authorized Representative)

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, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

<u>____</u>

-

-

يت د

Does vendor agree? KA (Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a_ substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? KA (Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? KA (Initials of Authorized Representative)

14. Applicability to Subcontractors

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

Does vendor agree? KA (Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

مم

يە ئ

49.e

-----3-

<u>ج</u>

÷

, au vs

e e

dia

Sedia Systems, Inc.

Company Name

Konen f λ λ λ λ / ()Signature of Authorized Company Official

Karen Andersen Printed Name

Contract Manager

Title

3/2/21

Date

DOC #11 ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, …"every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, 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.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Kaven Audusen Signature of Respondent

3/2/202/ Date

DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:	Sedia Systems, Inc.	,
Street:	1820 W. Hubbard St., Suite 300	
City, State, Zip Code:	Chicago, IL 60622	
Complete as appropriate:		
I	, certify that I am the sole owner of	
	, that there are no partners and the business is no	ot incorporated,
and the provisions of N.J.S. 5		1
OR:		
I	, a partner in	. do herebv
certify that the following is a certify that if one (1) or more names and addresses of the .	list of all individual partners who own a 10% or greater interest t of the partners is itself a corporation or partnership, there is also stockholders holding 10% or more of that corporation's stock or to the interest in that partnership.	herein. I further set forth the

 I
 Karen Andersen
 , an authorized representative of

 Sedia Systems, Inc.
 , a corporation, do hereby certify that the following is a list of the names

 and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further

 certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set

 forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the

 individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Wilson Troup, Sedia Systems	1820 W. Hubbard St., Suite 300, Chicago, IL 60622	62%
Guy Comer, Dynasty Trust	20875 Crossroads Cir., Waukesha, WI 53186	19%
Stephanie Comer, Dynasty Trust	20875 Crossroads Cir., Waukesha, WI 53186	19%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature and Title

2/2021

Date

Summary of Work-Related Injuries and Illnesses OSHA's Form 300A (Rev. 01/2004)

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual enthes you made for each categoy. Then write the totals below, making sure you've added the enthes from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Total number of other recordable cases 0				0 0
Total number of cases with job transfer or restriction 0 (I)		Total number of days of job transfer or restriction	0(1)	(4) Poisoning(5) Hearing Loss(6) All Other Illnesses
Total number of cases with days away from work 0			ypes	0 0
Number of Cases Total number of deaths 0 (G)	Number of Days	Total number of days away from work	0 (K) Injury and Illness Types	Total number of (M) (1) injury (2) Skin Disorder (3) Respiratory Condition

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

6/14/2018 Date

Company executive-

Phone

312-212-8010

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather that adda medical and review the collection of information. Persons are not inquired to respond to the detection of information undess the strategarge a currently valid OMB control number. If you have any control theorem control privated to average segments are are strategarge a currently valid OMB control number. If you have any control theorem table and are active and the data collection, contact. US Department of Labor, OSI:M Office of Statistics, Room N.3544, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the combeted forms to this office.

Your establishment name Secia Systems, Inc.	, Inc.			
Street 1820 W. Hubbard Street, Suite 300				
City Chicago	State	Illinois	, diz	60622
Industry description (e.g., Manufacture of motor truck trailers) Furniture Manufacturer	iotor truck trailers)			a
Standard Industrial Classification (SIC), if known (e.g., SIC 3715) 2 5 3 1 OR North American Industrial Classification (NAICS), if known (e.g., 336212)	10wn (e.g., SIC 3715) .(CS), if known (e.g., 336	212)		
Employment information	-			
Annual average number of employees	16			
Totat hours worked by all employees last year	34,053			
Sign here				
Knowingly falsifying this document may result in a fine.	esult in a fine.			
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	and that to the best of m	y knowledge the entries a	re true, accurate,	and
Wilson Troup			President	



Form approved OMB np 1218-0176 Occupational Safety and Health Administration

	•
	H
004)	•
v. 01/2004	1
(Re	
300A	
Form	
OSHA's	(



All establishments covered by Part 1904 must complete this Summary page, even if no injuries or #nesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each calegory. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "O."

Employees former employees, and their representaives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths D	Total number of cases with days away from work 0	Total number of cases with job transfer or restriction 0	Total number of other recordable cases 0
(9)	(H)	(1)	(f)
Number of Days			
Total number of days away from work		Total number of days of job transfer or restriction	
0 (K)		(T) 0	
Injury and Illness Types	ipes		
Total number of (M)			
(1) İnjury(2) Skin Disorder	0	(4) Poisoning(5) Hearing Loss	00
 Respiratory Condition 	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

14-Jun-16 Date

Phone

312-212-8010

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather threat needed, and encomplexe and network the collection of information. Persons are not required to report to the obscient on finantion unless it displays a currently valid OMB control number. If you have any commenta about these estimates or any aspects of this data collection of intra-displays a currently valid OMB control number. If you have any commenta about these estimates or any aspects of this data collection on finance. IJ Sou Beartmann of the estimation or analysis of the estimates of the estimation of the estimates of the estimates of the estimation of the estimates of the estimate

	U.S. Department of Labor Occupational Safety and Health Administration Network Sharet Concentration (218-0176
Establishment information	
Your establishment name Sedia Systems	
Street 541 West Fairfield Road City High Point State North Carolina	Zip 27263
Industry description (e.g., Manufacture of motor fruck trailers) Furniture Manufacturer	
Standard Industrial Classification (SIC), if known (e.g., SIC 3715) 2 5 3 1 OR North American Industrial Classification (NAICS), if known (e.g., 336212)	
——————————————————————————————————————	
Annual average number of employees 14 Total hours worked by all employees last 28,293 year	
Sign here	
Knowingly faisifying this document may result in a fine. I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	curate, and
	President Title



OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor Occupational Safety and Health Administration Form approved OMB no. 1218-0176

Year 2018

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each calegory. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0." Emptoyees former emptoyees, and their rapresentatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

ar of Total number of cases Total number of lays with job transfer or other recordable vork restriction 0 0 0 0 0 0 (1) (1) (1)	Total number of days of job transfer or restriction	0 (1)	(4) Poisoning 0 (5) Hearing Loss 0 (6) All Other Itinesses 0
Total number of cases with days away from work 0		sadA	000
Number of Cases Total number of deaths 0 (G)	Number of Days Total number of days away from work	0 (K) Injury and Illness Types	Total number of (M) (1) Injury (2) Skin Disorder (3) Respiratory Condition

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displaye a currently valid OMB control number. If you have any comments about these ostimates or any aspects of this accellection, contact. US Department displaye a currently valid OMB control number. If you have any comments about these ostimates or any aspects of this accellection, contact. US Department displaye a currently valid OMB control number. If you have any comments about these ostimates or any aspects of this accellection, contact. US Department displaye accurrently valid OMB control number. If you have any comments about these ostimates or any aspects of this accellection, contact. US Department displaye accurrently valid OMB control of the contact accellection Ave. NW, Washington, DC 2020. Do not send the condisted forms to this office.

Establishment information	
Your establishment name <u>Sedia Systems, inc.</u>	
Street 1820 W. Hubbard Street, Suite 300	
City Chicago State Illinois	Zip 60622
industry description (e.g., Manufacture of motor truck trailers) Furniture Manufacturer	
Standard industrial Classification (SIC), if known (e.g., SIC 3715)	
Employment information	
Annual average number of employees	
Total thours worked by all employees last year <u>35,40</u>	
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	e true, accurate, and
Wilson Troup Compary Exerutive	President Title
312-212-8010 Phone	6/13/2019 Date

Summary of Work-Related Injuries and Illnesses OSHA's Form 300A (Rev. 01/2004)

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904 35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days	Total number of cases with job transfer or	Total number of other recordable
0	away iron work 0	resurction 1	cases 0
(0)	(H)	()	(r)
Number of Days			
Total number of days away from work		Total number of days of job transfer or restriction	
0 (X)		35 (L)	
Injury and illness Types	sed		
Total number of (M)			
	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	o

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

6/13/2019 Date

Controller Title

Steve Stephanicis Company executive

Phone

312-212-4413

Public reporting burden for this collection of information is estimated to avarage 86 minutes per response, including time to review the instruction, search and gather the data meeded, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valied OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor. OSHA Office of Statistics, Room N.35844. 200 Constitution Ave, NW, Washington, DC 20210. Do not send the compated forms to this office.

 \otimes Year 2018

U.S. Department of Labor Occupational Safety and Health Administration Form approved OMB no 1218-0176

Your establishment name Sedia Systems	tems			
Street 541 West Fairfield Road	An difinite the first survey or survey or survey and survey as a survey of the survey of			
City High Point	State	North Carolina		27263
Industry description (e.g., Manufacture of motor truck trailers) Furniture Manufacturer	of motor truck trailers)			
Standard Industrial Classification (SIC), if known (e.g., SIC 3715) 2 5 3 1 OR North American Industrial Classification (NAICS), if known (e.g., 336212)	, if known (e.g., SIC 3715) I (NAICS), if known (e.g.,	336212)		
Employment information				
Amrual average number of employees	21			
Total hours worked by all employees last year	st 40,779			
Sign here State Sign fine. Knowingly falsifying this document may result in a fine.	may result in a fine.			
I certify that i have examined this document and that to the best of my knowledge the entries are true, accurate, and	nent and that to the best c	of my knowledge the entries are t	rue, accurate, an	σ

Summary of Work-Related Injuries and Illnesses OSHA's Form 300A (Rev. 01/2004)

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each calegory. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

	ses Total number of other recordable cases 0	(r)		ys of riction	1		00	es 0	Dord this Summer was from Exhaused 4 to And 30 of the constant of the second
	Total number of cases with job transfer or restriction 0	(1)		Total number of days of job transfer or restriction	0	a francis	(4) Poisoning(5) Hearing Loss	(6) All Other Illnesses	any 1 to Anril 30 of th
	Total number of cases with days away from work 0	(H)				Types	00	0	rv nage from Februs
Number of Cases	Total number of deaths 0	(C)	Number of Days	Total number of days away from work	0 (¥)	Injury and Illness Types	Total number of (M) (1) Injury (2) Skin Disorder	Condition	Post this Summa

red by the form

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instruction, search and gather three data meeder and review the odirection of information. Persons are not required to respond to the odirection of information unuses it displays a currently valid ONB control number. If you have any continues estimates or any aspect of this callection of information unuses it displays a currently valid ONB control number. If you have any continues estimates or any aspect of this data collection, fortiand of Labor. OSHA Office of Statistics. Room N-36-4f, 200 Constitution Ave, INW, Washindon, DC 20210. Do not send the comleted forms to this office.



Occupational Safety and Health Administration

Establishment information		
Your establishment name <u>Sedia Systems, Inc.</u>		
Street 1820 W. Hubbard Street, Suite 300		
City Chicago State Illinois	Zip 60622	
Industry description (e.g., Manufacture of motor truck trailers) Furniture Manufacturer		
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)		
OR North American Industrial Classification (NAICS), if known (e.g., 336212)		
Employment information		
Annual average number of employees 17		
Total hours worked by all employees last 35,440		•
		ж

Knowingly falsifying this document may result in a fine. ١ Sign here

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Wilson Troup Company executive

Phone 312-212-8010

President Title

1/29/2020

Date

Form approved OMB no. 1218-0176

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor Occupational Safety and Health Administration Form approved OMB no. 1218-0176

904 must complete this Summary page, even if no injuries or	emember to review the Log to verify that the entries are complete
All establishments covered by Part 1904 must complete this Su	illnesses occurred during the year. Rem

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Establishment information

Employees former employees, and their representatives have the right to review the OSHA Form 300 in ts entirety. They also have limited acress to the OSHA Form 301 or its entireleart. See 30 CED	ntatives have the right to review t	the OSHA Form 300 in	Your establishment name Sedia Systems	
1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.	her details on the access provision	ins for these forms.	Street 541 West Fairfield Road	
Number of Cases			City High Point State North Carolina Zip	27263
umber of	Total number of cases	Total number of	Industry description (e.g., Manufacture of motor truck trailers) Furniture Manufacturer	
deaths cases with days away from work 0 0	with job transfer or restriction 0	other recordable cases 0	Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	
(H) (B)	()	(r)	15	
Number of Days			Employment information	
Total number of days away from	Total number of days of job transfer or restriction		Annual average number of employees 29	
0	(r) 0		Total hours worked by all employees last year	
njury and Illness Types			Sian here	
Total number of (M)			Knowingly falsifying this document may result in a fine.	
1) Injury 0 2) Skin Disorder 0 3) Respiratory 0 Condition 0	(4) Poisoning(5) Hearing Loss(6) All Other Illnesses	0 0 0	I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
ĸ	·		Wilson Troup Company executive Troup	
² ost this Summary page from Februar	y 1 to April 30 of the year	ost this Summary page from February 1 to April 30 of the year following the year covered by the form	312-212-8010 Phone Date	1/29/2020 e

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington. DC 20210. Do not send the completed forms to this office.



CONSOLIDATED INSURANCE

12760 S. HARLEM AVENUE • PALOS HEIGHTS, ILLINOIS 60463 • TEL.: 708 - 671-0500 • FAX: 708 - 671-0501

January 3, 2021

Sedia Systems, Inc. Wilson Troup 1820 W. Hubbard St. Ste. 300 Chicago IL 60622

RE: Worker's Compensation Experience Modification Factor

Dear Mr. Troup:

The experience modification factors for Sedia Systems, Inc. for the years requested are as follows:

7/8/2016 - .93 7/8/2017 - .93 7/8/2018 - .93 7/8/2019 - .93 7/8/2020 - .93

Sincerely,

Peter J. Economos Consolidated Insurance Consultants, Inc.

WWW.CICINS1.COM • EMAIL: CIC@CICINS1.COM





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

SEDIA SYSTEMS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 23, 2004, 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 3RD day of MARCH A D 2021

day of MARCH A.D. 2021

Authentication #: 2106203876 verifiable until 03/03/2022 Authenticate at: http://www.cyberdriveillinois.com

a.to

SECRETARY OF STATE

Sustainability Commitment





As a leading manufacturer of lecture hall and auditorium seating, Sedia Systems strives for sustainability and environmental stewardship.

We offer numerous options to integrate recycled materials and renewable resources into products through the use of upholstery fabrics with 100% recycled polyester, recycled metal and polypropylene, laminates that are Greenguard Indoor Air Quality Certified®, FSC wood products, and NAUF particleboard 100% pre-consumer recycled wood.

Sedia Systems is certified for Forest Stewardship Council Chain-of-Custody, Certificate Registration Codes: NC-COC-004612 and RA-COC-004612. Sedia Systems products are also certified Clean Air Gold (conforming to ANSI/BIFMA e3-2014e, Sections 7.6.1, 7.6.2, 7.6.3).

Sedia Systems supports the USGBC Leadership in Energy and Environmental Design Program. We adjust operating hours around peak demand with utility companies and recycle all plastic, corrugated and metal products. We also bulk pack, consolidate and reuse packaging to reduce the amount of waste. Sedia Systems uses only environmentally safe chemicals in all of our manufacturing and operational facilities.

As part of our mission, Sedia Systems is always looking for more and better ways to limit our product's impact on the environment. We offer numerous fixed seating options that maximize seating capacity in a given space, enabling the footprint of a classroom, lecture hall or building to be smaller and therefore utilize fewer resources. Sedia Systems strives to find environmentally friendly components and options. In addition, we build the most durable and attractive products in our industry so the products have a very long-life cycle, greatly reducing future waste.

Sedia Systems is currently working towards BIFMA Level® sustainability certification.









NEPCon OÜ hereby confirms that the Chain of Custody system of

Sedia Systems, Inc

1820 W. Hubbard Street Suite 300 Chicago, Illinois 60622 United States

has been assessed and certified as meeting the requirements of FSC-STD-40-004 V3-0; FSC-STD-50-001 V2-0

The certificate is valid from January 14, 2020 to January 13, 2025 Certificate version date: 09-01-2020

Scope of certificate Certificate type: Single Chain of Custody

Certificate registration code NC-COC-004612 RA-COC-004612

FSC License Code FSC® C041423

Laura Terrall Kohler Director, NEPCon Assurance Filosoofi 31, Tartu Estonia

Specific information regarding products and sites is listed in the appendix(es) of this certificate. The validity and exact scope covered by this certificate shall always be verified at www.info.fsc.org.

FSC® A000535 | The mark of responsible forestry | www.ic.fsc.org

This certificate itself does not constitute evidence that particular product supplied by the certificate holder is FSC® certified [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. The physical printed certificate remains the property of NEPCon OÜ and shall be returned upon request.



Annex A: Scope of Sedia Systems, Inc FSC[®] Chain of Custody Certificate NC-COC-004612 RA-COC-004612

Product Type	Trade Name	Output FSC Claims
W12.3	FSC Certified Furniture Parts	FSC Mix x%; FSC Mix Credit
W12.6	chairs	FSC Mix x%; FSC Mix Credit

This certificate itself does not constitute evidence that particular product supplied by the certificate holder is FSC® certified [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. The physical printed certificate remains the property of NEPCon OÜ and shall be returned upon request.

Certificate version date: 09-01-2020



Annex B: Scope of Sedia Systems, Inc FSC[®] Chain of Custody Certificate NC-COC-004612 RA-COC-004612

No	Site Name	Address	Sub-code
1	Sedia Systems, Inc.	541 W. Fairfield Rd. High Point North Carolina 27263 United States	

This certificate itself does not constitute evidence that particular product supplied by the certificate holder is FSC® certified [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. The physical printed certificate remains the property of NEPCon OÜ and shall be returned upon request.

Certificate version date: 09-01-2020



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

B- j Hull

Brian Kneibel Certification Manager 13 March 2019



Certificate Appendix



Certificate Number: 103818118GRR-001a

Product Category	Seating
Model Name(s)	M50, M60, T50, O60, V8000, Beam Series, X-Series
Product Restrictions	None



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

B- j Hull

Brian Kneibel Certification Manager 13 March 2019



Certificate Appendix



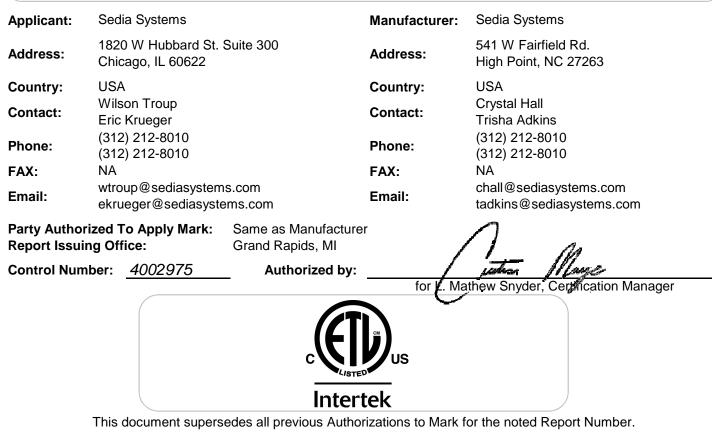
Certificate Number: 103818118GRR-001b

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



This authorizes the application of the Certification Mark(s) shown below to the models described in the Product(s) Covered section when made in accordance with the conditions set forth in the Certification Agreement and Listing Report. This authorization also applies to multiple listee model(s) identified on the correlation page of the Listing Report.

This document is the property of Intertek Testing Services and is not transferable. The certification mark(s) may be applied only at the location of the Party Authorized To Apply Mark.



This Authorization to Mark is for the exclusive use of Intertek's Client and is provided pursuant to the Certification 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 Authorization to Mark. Only the Client is authorized to permit copying or distribution of this Authorization to Mark and then only in its entirety. Use of Intertek's Certification mark is restricted to the conditions laid out in the agreement and in this Authorization to Mark. Any further use of the Intertek name for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. Initial Factory Assessments and Follow up Services are for the purpose of assuring appropriate usage of the Certification mark in accordance with the agreement, they are not for the purposes of production quality control and do not relieve the Client of their obligations in this respect.

Intertek Testing Services NA Inc. 545 East Algonquin Road, Arlington Heights, IL 60005 Telephone 800-345-3851 or 847-439-5667 Fax 312-283-1672

Standard(s):	Household And Commercial Furnishings [UL 962:2014 Ed.4+R:07Jul2017]
	Modular Wiring Systems For Office Furniture [CSA C22.2#203:2016 Ed.3]
Product:	Auditorium Seating
Models:	G20, J30, R40, FT20, FT20 Mesh, Mercury



AUTHORIZATION TO MARK

This authorizes the application of the Certification Mark(s) shown below to the models described in the Product(s) Covered section when made in accordance with the conditions set forth in the Certification Agreement and Listing Report. This authorization also applies to multiple listee model(s) identified on the correlation page of the Listing Report.

This document is the property of Intertek Testing Services and is not transferable. The certification mark(s) may be applied only at the location of the Party Authorized To Apply Mark.

Applicant:	Sedia Systems Inc.		Manufacturer:	Sedia Systems Inc.
Address:	1820 W Hubbard Stre Suite 300 Chicago, IL 60622	eet	Address:	1120 Bedford Street High Point, NC 27263
Country: Contact: Phone: FAX: Email:	USA Mr. Wilson Troup (312) 212-8010 (312) 226-1199 wtroup@sediasystem	is.com	Country: Contact: Phone: FAX: Email:	USA Mr. Wilson Troup (312) 212-8010 (312) 226-1199 wtroup@sediasystems.com
		Same as Applicant Grand Rapids Authorized by:	Chola	e aleconde
			bus tek	m T. Starr, Certification Manager
	This document supers			for the noted Report Number.

This Authorization to Mark is for the exclusive use of Intertek's Client and is provided pursuant to the Certification 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 Authorization to Mark. Only the Client is authorized to permit copying or distribution of this Authorization to Mark and then only in its entirety. Use of Intertek's Certification mark is restricted to the conditions laid out in the agreement and in this Authorization to Mark. Any further use of the Intertek name for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. Initial Factory Assessments and Follow up Services are for the purpose of assuring appropriate usage of the Certification mark in accordance with the agreement, they are not for the purposes of production quality control and do not relieve the Client of their obligations in this respect.

Intertek Testing Services NA Inc. 165 Main Street, Cortland, NY 13045 Telephone 800-345-3851 or 607-753-6711 Fax 607-756-6699

Standard(s):	Office Furnishings, UL 1286, 5th Ed. Dated August 28, 2008 with revisions through and including January 6, 2011. Modular Wiring Systems for Office Furniture, CAN/CSA – C22.2 No. 203 – M91 Dated November 1991
Product:	M60/M50 Fixed Seating System
Brand Name:	Sedia Systems Inc.
Models:	M60/M50