

REQUEST FOR PROPOSALS:

Furniture Solutions with Related Products & Services

RFP #:

COG-2152

ISSUED BY:

The Cooperative Council of Governments

On Behalf of Equalis Group

6001 Cochran Road, Suite 333

Cleveland, Ohio 44139

DATED:

October 13, 2023

SECTION TWO:

Proposal Submission Documents, Technical Proposal, Cost
Proposal and Other Required Forms

TABLE OF CONTENTS

PROPOSAL FORM CHECKLIST	3
PROPOSAL FORM 1: TECHNICAL PROPOSAL.....	4
PROPOSAL FORM 2: COST PROPOSAL	19
PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION	20
PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES	21
PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY	22
PROPOSAL FORM 6: MANDATORY DISCLOSURES.....	23
PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION.....	24
PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS	25
PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT	26
PROPOSAL FORM 10: DEBARMENT NOTICE.....	27
PROPOSAL FORM 11: LOBBYING CERTIFICATIONS	28
PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS.....	29
PROPOSAL FORM 13: BOYCOTT CERTIFICATION	30
PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS	31
PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS.....	37
PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS	40
PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS.....	42
PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM.....	53
PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION	54
PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM.....	55

PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal.

The below documents can be found in Section 2; Proposal Submission and Required Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- ☒ **Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☒ **Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- ☒ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☒ **Proposal Form 4: Certifications and Licenses**
- ☒ **Proposal Form 5: Unresolved Findings for Recovery**
- ☒ **Proposal Form 6: Mandatory Disclosures**
- ☒ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☒ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☒ **Proposal Form 9: Clean Air Act & Clean Water Act**
- ☒ **Proposal Form 10: Debarment Notice**
- ☒ **Proposal Form 11: Lobbying Certification**
- ☒ **Proposal Form 12: Contractor Certification Requirements**
- ☒ **Proposal Form 13: Boycott Certification**
- ☒ **Proposal Form 14 Federal Funds Certification Forms**
- ☒ **Proposal Form 15 FEMA Funding Requirements Certification Form**
- ☒ **Proposal Form 16: Arizona Contractor Requirements**
- ☒ **Proposal Form 17: New Jersey Requirements**
- ☒ **Proposal Form 18: General Terms and Conditions Acceptance Form**
- ☒ **Proposal Form 19: Equalis Group Administration Agreement Declaration**
- ☒ **Proposal Form 20: Master Agreement Signature Form**

(The rest of this page is intentionally left blank)

PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	The Inside Source Inc. (referred in our submission as Insidesource)		
1.1.2. Corporate Street Address:	985 Industrial Rd. Ste 101, San Carlos CA 94070		
1.1.3. Website:	https://www.insidesource.com/		
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Insidesource was incorporated in 1994. The company has been in continuous operations for 29 years.		
1.1.5. Primary Point of Contact. Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	JOHN SCHWARTZ	
	Title:	CHIEF OPERATING OFFICER	
	Phone:	510-385-1641	
	E-Mail Address:	jschwartz@insidesource.com	
1.1.6. Authorized Representative. Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	JOHN SCHWARTZ	
	Title:	CHIEF OPERATING OFFICER	
	Phone:	510-385-1641	
	E-Mail Address:	jschwartz@insidesource.com	

1.2. Financial Strength & Legal Considerations

<p>1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.</p> <p>Note: If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, Respondents may mark the information as a "Trade Secret" and the response</p>	<p>Inside Source is one of the largest office furniture dealerships in the United States, and the only truly global commercial furniture dealer. With locations in 5 states and the United Kingdom, our team provides office furniture and associated services to enterprise corporations, federal, local, and state government agencies, and education (K-12 through University). Insidesource has been in operation under the same management and ownership team since its founding in 1994, and we are proud of our consistent financial performance. Please see our most recent financials and audit report for a detailed overview of our financial position in our submission.</p>
--	--

will be redacted from any future use of the RFP response.	
1.2.2. <i>Bankruptcy & Insolvency.</i> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	NOT APPLICABLE
1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	NOT APPLICABLE
1.3. Industry Qualifications	
1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	DEALER
1.3.2. <i>Manufacturer Authorization.</i> If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.	I certify that Insidesource is authorized to sell all products included in our submission.
1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u>	Insidesource is a multi-regional office furniture dealer with offices in: California, Connecticut, Oregon, New York, and Washington. Our intention is to promote this contract through our corporate, education (K-12), education (Higher Ed), and public agency sales teams, in each region. Inside Source will market this contract through its own sales force and will not employ an outside network.
1.3.4. <i>Network Relationship.</i> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	Not Applicable
1.3.5. <i>Industry Experience.</i> How long has your company provided the products and	Insidesource has over 29 years of experience with the products and services included in our proposal. As an office furniture

services outlined in your proposal? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?	dealer, 100% of our revenue over the previous 3 years was generated by the products and services included in our proposal.
1.3.6. Geographic Reach. Describe your company's <u>current</u> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.	California, Connecticut, Oregon, New York, Washington
1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications? NOTE: Provide copies of any of the certificates or licenses included in your response in Proposal Form 5 - Certifications and Licenses.	Insidesource holds a California Contractors license which is required to complete Public Work projects in the State of California.
1.4. Public Sector Experience	
1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold or are authorized to sell through (if contracts are held with a manufacturer) and the annual revenue through those contracts in each of the last three (3) calendar year. NOTE: Please exclude information and data associated with Federal or GSA contracts.	Held by Insidesource: State of California Contract #1-22-71-52 for Modular and Ancillary Furniture Contract held since 10/23/2022 Volume YTD = \$2,640,049.97 Held by Manufacturers: <ul style="list-style-type: none"> • OMNIA Partners Contract #R191802 <ALLSTEEL> 2023 YTD: 1,910,410.85 2022 • OMNIA Partners Contract #R191804 <HON> 2023 YTD: \$448,571.28 2022 • OMNIA Partners Contract #R191803 <Sit on It> 2023 YTD: \$117,724.42 2022 • NCPA Contract # 07-120 <Smith Systems> 2023 YTD: \$1,298,064.69 2022
1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational	2023 Education Revenue: \$2,898,777.80 19.32% of total

institutions (i.e., K-12 schools & school districts and high education)?	
1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?	2023 Government Revenue: \$7,008,085.44 46.72% of total
1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include: <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p><u>Folsom Cordova Unified School District</u> 1965 Birkmont Drive, Rancho Cordova CA 95742 Christine Spencer, Lead Buyer cspender@fcusd.org (916) 294-9000 x 104340 2023 Volume: \$1,741,554 <u>Scope:</u> Design, planning, procurement, installation, and on-going service for district wide administration, classroom, and ancillary spaces. <u>Relationship start-end date:</u> October 2022 – On-going</p> <p><u>Contra Costa County</u> 1025 Escobar St., Martinez CA 94553 Cindy Shehorn, Procurement Services Manager cindy.shehorn@pw.cccounty.us (925) 957-2495 2023 Volume: \$876,675.48 We currently have \$1.5M in projects for 2024 <u>Scope:</u> Design, planning, procurement, installation, and on-going service for all county buildings. Insidesource/Sam Clar is the contracted furniture dealer for Contra Costa County. <u>Relationship start-end date:</u> 2008 – On-going</p> <p><u>City of Mountain View</u> PO Box 7355, Mountain View CA 94039 Angie Francis, Contract Coordinator angela.francis@mountainview.gov (650) 903-6064 2023 Volume: \$137,781.59 <u>Scope:</u> Design, planning, procurement, installation, and on-going service for all city buildings. Insidesource/Sam Clar is the contracted furniture dealer for City of Mountain View.</p>

	<p><u>Relationship start-end date:</u> 2022 – On-going</p> <p><u>Berryessa Union School District</u> 981 Ridder Park Drive, San Jose CA 951321 Tony Kanastab, Director of Bond Facilities and Modernization tkanstab@busd.net (408) 281-0371 2023 Volume: \$317,522.02</p> <p><u>Scope:</u> Provided new furnishings for all classrooms at 4 elementary school sites. Coordinated removal of existing furniture. Provided concurrent installation and project management services at the sites. Provided the design and specification of new District Office administration building. Provided installation and project management services.</p> <p><u>Relationship start-end date:</u> Salesperson has a nine-year relationship with customer starting in 2015. Relationship with Insidesource started in 2022 when salesperson joined the company. We are currently working on additional items for District needs.</p> <p><u>State of California</u> Department of General Services 707 3rd St Floor 5, West Sacramento, CA 95605 Erin Safford, Real Estate Leasing and Planning erin.safford@dgs.ca.gov (916) 375-4139 2023 Volume: \$2,900,000 We currently have \$20M in projects for 2024</p> <p><u>Scope:</u> In October of 2022 Insidesource/Sam Clar was awarded a mandatory use statewide contract to provide design, planning, procurement, installation, and on-going furniture service for all state agencies.</p> <p><u>Relationship start-end date:</u> 2022 – On-going</p>
--	--

2. Products & Services

2.1. Products & Services

<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to product or market focus, differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p>IMPORTANT. This description along with the products and services included in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p>	<p>Insidesource provides furniture, architectural products, and associated services of technical furniture planning, professional delivery, installation, on-going maintenance, and asset management and storage of customer owned product, for our government, non-profit, and education clients.</p> <ul style="list-style-type: none"> • Product Quality: All furniture and architectural products meet or exceed all current Business and Institutional Furniture Manufacturer’s Association (BIFMA) standards for comfort, safety, and durability. This means that all products we propose are fully appropriate use in government, corporate, or education settings. • Sustainability: Many of the products included in our submission are Level Compliant, a 3rd party certification process for evaluating environmentally preferable and socially responsible furniture that contributes to sustainable building ratings. • Architectural Products: Our team understands that modern facilities require more than just desks, chairs, and cubes. With our expanded offering of Architectural Products (demountable wall systems, phone-booths and meeting pods, acoustic controls and products) Inside Source is uniquely positioned to solve the space and privacy issues that crop up in today’s spaces. • Professional Design & Planning: Insidesource has in-house technical and creative design professionals to make sure our projects reflect the goals of each client. Our team specializes in creating government, non-profit, K-12 and higher education environments. • Delivery, Installation, and Asset Management: Insidesource provides professional installation services for all the products included in our submission. Our team is responsible for the quality and condition of the product until it is properly installed and signed off by the end-user. Our services include furniture storage and asset management of existing products.
<p>2.1.2. Value-Add or Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and</p>	<p>Click or tap here to enter text.</p>

add value to this contract's participating agencies.	
2.1.3. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.	As one of the largest office furniture dealers in the country, Insidesource has access to hundreds of furniture lines in addition to those that we have included in our submission. Our team is ready to work with contract users to procure any open market products at the best available price.
2.1.4. Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u>	Insidesource is the agent for warranty on all products included within this submission. A copy of factory warranties are available through each manufacturer's website. If unavailable on-line, a copy is provided with our submission. All products included in our submission are designed and manufactured for institutional use and are appropriate for the applications associated with this contract.

3. Business Operations

3.1. Logistics

<p>3.1.1. Store & Showroom Locations; Distribution & Shipping Capabilities. Describe how supplier proposes to distribute the products & services in Respondent's defined geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of store or showroom locations, distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	<p>Insidesource currently operates from the following sales locations:</p> <p><u>California:</u></p> <ul style="list-style-type: none"> • San Jose: 300 Park Ave, Suite 150 • San Carlos: 985 Industrial Road, Suite 101 • San Francisco: Two Embarcadero Center, Promenade Level, Suite R2308 • Concord: 1221 Diamond Way • Sacramento: 100 Howe Ave, Suite 197N <p><u>Oregon:</u></p> <ul style="list-style-type: none"> • Portland: 2055 NW Savier St., Suite 175 <p><u>Washington:</u></p> <ul style="list-style-type: none"> • Seattle: 300 Elliott Ave West, Suite 300 <p><u>New York, NY:</u></p> <ul style="list-style-type: none"> • Manhattan: 9 East 38th Street, 10th Floor <p><u>Connecticut:</u></p> <ul style="list-style-type: none"> • Norwalk: 401 Merritt 7, Plaza Level <p>Each location listed includes a working showroom, with a representative display of many of the products included</p>
--	---

	<p>within our submittal. Our sales, design, and project support teams' office out of our locations.</p> <p>The factory partners we have included within our submittal provide nationwide distribution, and professional logistics to ensure product arrives on schedule and damage free.</p>
3.2. Customer Service	
<p>3.2.1. Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>Insidesource utilizes a team-based account management approach. As a new potential project is identified, a team is assigned to the account, and will remain with the account for the life of the relationship. Each project team consists of an Account Manager, Account Designer, and Account Coordinator. This team is responsible for coordinating and implementing all aspects of the relationship, from new furniture planning and procurement to the management and maintenance of existing furniture assets. Our experience has shown that maintaining consistency in contacts and relationships significantly improves the experience of our clients and creates greater efficiencies in our organization.</p>
3.3. Customer Set Up; Order & Invoice Processing; Payment	
<p>3.3.1. Proposal Development, Order, and Invoice Process. Describe your company's proposal development, order, and invoice process.</p>	<p>The complete "proposal to invoice" process is managed by the Account Team. Our proposals are based around the defined requirements of the project or order. Proposals can range from multi-page full color submissions to simple single page order details, depending on the specific client requirements.</p> <p><u>Order Development</u> Upon notification of a potential project or order, the Account Manager will coordinate to meet with the contract holder to develop the project scope. Depending on the complexity of the project, the Account Designer will meet with the contract holder to develop various design options for review and approval. Upon final approval of the furniture layouts and finishes, a cost proposal will be created and submitted in the form of a Proposal.</p> <p><u>Proposal Creation</u> All proposals contain the same basic information:</p> <ul style="list-style-type: none"> • Precise description (quantity, model, price) of all products and services included in the order • Detailed 2D and 3D drawings showing the specific approved layout within the building interior • Detailed finish sheet describing the final approved selected finishes

	<p>Prior to order acceptance, we require the following information:</p> <ul style="list-style-type: none"> • Signed proposal indicating the final purchase price OR a formal Purchase Order reflecting the final purchase price • Signed furniture plans indicating the final approved layouts overall plan • Signed furniture finish sheet indicating the final approved furniture finishes <p><u>Order Processing</u></p> <p>Upon receipt of approved documentation, and required pre-payment, the order is submitted to the appropriate factories. The Account Coordinator is responsible for order submission and logistics, tracking the order from factory to job-site.</p> <p>Upon receipt at the jobsite, the field Project Manager is responsible for coordinating all job-site logistics, and for overseeing the final receipt and assembly of all products. The field PM is responsible for the final “punch-list” walk through with the contract holder to ensure all products are installed per the final approved plans. Any items that are damaged are noted and tracked for expedited resolution.</p> <p><u>Invoice Process</u></p> <p>Proposal Approval: An invoice for 50% of the order total is issued and due at proposal approval</p> <p>Receipt of Goods: An invoice for 45% of the order balance is issued at the receipt of goods (either at the job-site or at a storage warehouse depending on the project schedule).</p> <p>Final balance: An invoice for the final balance is issued upon the close-out of all remaining punch-list items.</p>
<p>3.3.2. <i>Financing.</i> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>At this time no additional financing is offered.</p>
<p>3.4. Sustainability, Reclamation, and Recycling Initiatives</p>	
<p>3.4.1. <i>Sustainable Company Initiatives.</i> Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>Click or tap here to enter text.</p> <p>One of our company pillars is to Build a Better Future, and we are making big strides in this direction. Together with our sustainability consultant, Brightworks, we are analyzing our company from every level to understand our impact and to create a roadmap for improvement. We recognize our</p>

	<p>responsibility to create environments with less waste and to reduce environmental impact through the vendors we support, the products we source, and the services we provide.</p> <p>With a focus on strategic sourcing, we aim to select products that incorporate best-in-class materials and manufacturing processes. We have developed our own vendor scorecard system to track performance and encourage our vendor partners to improve and innovate. Our design teams are well-versed in reimagining existing or pre-owned furniture through refurbishment, reupholstery, and refinishing.</p> <p>Our roots are in preowned and refurbished furniture, and we are establishing measurable targets for product circularity. One way we are having an immediate impact is by providing no and low-carbon solutions through our sister companies Bettersource and Greenersource. Our clients receive proceeds from liquidation, earnings from recycled materials and tax deductions from donations benefiting nonprofits around the country. Our reporting provides metrics for the waste that is diverted from landfills and our environment.</p>
<h2>4. <u>PRICING</u></h2>	
<h3>4.1. Cost Proposal</h3>	
<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p>	<p>Inside Source Inc. utilizes a standardized discount structure based on the applicable published manufacturer's list price in effect at the time the order is placed. Our proposal and invoice will show the contracted discount off manufacture list price for each specific line item.</p>
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>The pricing model can be audited by comparing the unit price of any given item on an order against the published manufacture list price of the same item. The difference expressed in a percentage will equal the percentage off list price in our contract.</p>
<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Respondent's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> not applicable. Please explain below.</p>

	This RFP is the first IDIQ cooperative contract that Insidesource will hold. Our pricing reflects our experience with manufacturer held agreements and our desire to aggressively grow our public sector and education markets.
4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	Click or tap here to enter text.
4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.	Unless stipulated on the pricing sheet, freight is included. In cases where freight is NOT included, it is Not To Exceed 8% of product value per order.
4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request. NOTE: For a definition of Open Market Items, please refer to Part One, Section 5.4 – Other Pricing Scenarios.	A quote for each open market or sourced goods will be provided to the contract holder for review and approval.
4.1.7. Total Cost of Acquisition. Identify any components included in the total cost of acquisition that are <u>NOT</u> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Respondent.	<u>Freight:</u> Not To Exceed: 8% of product total per order <u>Installation:</u> Standard Business Hours (M-F 7AM – 3PM) NTE 22% of final product cost Non-Standard Business Hours (M-F) NTE: 24% of final product cost Weekends & Holidays: NTE: 28% of final product cost <u>Delivery:</u> Standard Business Hours (M-F 7AM – 3PM) NTE 13% of final product cost Non-Standard Business Hours (M-F) NTE: 16% of final product cost Weekends & Holidays: NTE: 20% of final product cost <u>Hourly Services</u> Design & Planning: \$125 per hour Field Technicians: \$100 per hour* Administrative Services: \$75 per hour (for recycle/donate/disposal services upon request) <u>Asset Management:</u> Quoted per project

5. GO-TO-MARKET STRATEGY

5.1. Respondent Organizational Structure & Staffing of Relationship	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>***Indicate who the primary contact will be if it is not the Sales Leader.</p>	<p>Primary Contact Executive Contact & Contract Manager: John Schwartz <u>Background:</u> With over 30 years in the office furniture industry, John Schwartz has deep experience in public sector sales, marketing, and contracts. John was the President and CEO of Sam Clar Office Furniture from 1996-2022, before merging the company into Insidesource. As Chief Operating Officer of Insidesource, John will act as the primary point of contact for the contract and will coordinate sales and marketing activities throughout the regions.</p> <p>Reporting Contact: Maria Baldwin <u>Background:</u> Maria Baldwin has over 23 years of experience in office furniture dealership financial management. For the past 2 years, Maria has been responsible for managing the reporting requirements for our contract with the State of California, as well as our contract with Lawrence Berkeley National Laboratory. Both contracts require monthly and quarterly reports, and the State of California contract includes administrative fees for certain transactions.</p> <p>Marketing Contact: Anne Van Wagner Anne brings over 30 years of experience in marketing communications and brand management to Insidesource. A seasoned professional, she is recognized for her expertise in crafting compelling brand narratives and implementing strategic approaches that elevate market visibility. Anne leads a dynamic team at Insidesource, responsible for developing communications across various channels that embody the company's values and commitment to building a better future.</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>As an office furniture dealership, Insidesource maintains in-house sales and marketing teams by region. Divided into 4 regions (California, Oregon, Washington, Northeast (New York and Connecticut) each region has sellers focused on various vertical sales channels. The sales organization for each region is outlined below:</p> <p>Sales Organization:</p> <ul style="list-style-type: none"> • Regional Sales Leader: (Coordinates regional sales efforts) • Account Managers: (these individuals will interface with the client agencies and are responsible managing for all project activities) • Sales Support Team: Responsible for order processing and project logistics

	<ul style="list-style-type: none"> • Design Team: Responsible for creative and technical design of the project • Field Team: Responsible for overseeing the delivery and installation of all products sold. <p>Size of the Team: Our overall sales team comprises approximately 100 people across the 4 regions.</p> <p>Geographic Territories: California / Oregon / Washington / Northeast (New York & Connecticut)</p> <p>Sales Vertical Markets:</p> <ul style="list-style-type: none"> • Commercial / Corporate • Government (Federal/State/Local) • Education (K-12 through University) • Non-Profit
5.2. Contract Implementation Strategy & Expectations	
5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?	If Insidesource is awarded a contract, our goal is to move most of our existing cooperative volume to the Equalis contract. Our sales team is experienced in selling cooperative agreements and will rapidly be able to learn how to use the contract.
5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.	<ol style="list-style-type: none"> 1. The Equalis contract becomes our primary cooperative purchasing contract for all regions, replacing the existing web of manufacture held contracts. 2. Internal sales training will be held during the first 90 days after award to review and train the public agency sales teams on the advantages of the Equalis contract. 3. Within 180 days, the Equalis contract information will be added to our regional and enterprise marketing collateral. 4. Within 180 days for all existing accounts that use cooperative purchasing, the Account Manager will set up a meeting with agency procurement to review the advantages of using the Equalis contract. 5. Within 180 days for all new cooperative opportunities, the Equalis contract will be the first agreement presented. <p>Because Insidesource already markets directly into the public sector and education verticals in all regions, the Equalis contract will simply integrate into our existing sales strategy.</p>
5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?	Year 1: \$750,000 Year 2: \$1,750,000 Year 3: \$2,500,000 Year 4: \$3,750,000 Year 5: \$5,000,000

6. ADMIN FEE & REPORTING

6.1. Administration Fee & Reporting

6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.

The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.

Please provide your organization's proposed Administrative Fee percentage or structure.

NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the **Attachment A – Model Administration Agreement**.

6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.

6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that you sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.

Insidesource confirms that we will be able to provide all required reports with the time frames associated with this contract. For reference we have several current contracts that require similar reporting, and we are able to pull the required information from our business system.

[Click or tap here to enter text.](#)

Self-Audit for Admin Fee Reporting

- A specific Equalis Contract Code will be established and entered onto each account master header for accounts that utilize the Equalis contract.
- Based on reporting requirements, a report will be generated listing all invoiced line-items that fall under the Equalis Contract Code.

Self-Audit for Individual Orders

	<ul style="list-style-type: none">• Each proposal will show final list price and discount off list price on each line-item or product grouping.• This information allows the client to validate final pricing against contracted agreements.
--	---

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Respondent's proposal submission. Respondents are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Respondent's Cost Proposal must include the information requested in **Section 5 – Cost Proposal & Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Respondents that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members 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 ☒No

List certifying agency: [Click or tap here to enter text.](#)

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE")

Respondent certifies that this firm is a SBE or DBE: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

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 provide the products and services included in their proposal which can include, 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.

Please also list and include copies of any certificates you hold that would show value for your response and was not already included with the requested information above.

California Contractors License #1106401 | expires 06/30/2025

(The rest of this page is intentionally left blank)

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes
- ☒ No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. Inside Source Inc. has no formal or informal claims to disclose

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. Inside Source Inc. has no Government investigations to disclose

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

☐ Yes

☒ No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Respondent Response: Inside Source Inc. is a dealer, and will not utilize alternate distributors

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

I, JOHN SCHWARTZ, hereby certify and affirm that INSIDE SOURCE INC., has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, JOHN SCHWARTZ, hereby certify and affirm that INSIDE SOURCE INC., is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard *(as opposed to a record keeping or administrative standard)* in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, JOHN SCHWARTZ, hereby certify and affirm that INSIDE SOURCE INC., is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

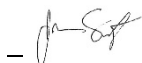
I, JOHN SCHWARTZ, hereby certify and affirm that INSIDE SOURCE INC. either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, JOHN SCHWARTZ, hereby affirm that this proposal accurately represents the capabilities and qualifications of INSIDE SOURCE INC., and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Respondent is 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.

Authorized signature:



Printed Name:

JOHN SCHWARTZ

Company Name:

INSIDE SOURCE INC.

985 INDUSTRIAL RD. STE 101 SAN CARLOS

Mailing Address:

CA 94070

Email Address:

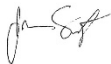
jschwartz@insidesource.com

Job Title:

Chief Operating Officer

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Respondent, 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.

Respondents Name:	<u>JOHN SCHWARTZ</u>
Mailing Address:	<u>985 INDUSTRIAL RD STE 101, SAN CARLOS</u> <u>CA. 94070</u>
Signature	<u></u>
Title of Signatory:	<u>CHIEF OPERATING OFFICER</u>

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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 ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent 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 one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:



Date:

11/17/2023

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *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 CCOG Participating entities in which work is being performed.

2. *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.

Signature: 
Date: 11/17/2023

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent 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.

Does Respondent agree? JS
(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

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 Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent’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 Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners 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, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the Respondent’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 Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$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 Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG 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 Supplier Partner violation and breach of contract terms.

Does Respondent agree? JS

(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 ten thousand dollars (\$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. Respondent

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 Respondent agree? JS
(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. Supplier Partner 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 Supplier Partner agrees that it shall comply with such provision.

Does Respondent agree? JS
(Initials of Authorized Representative)

4. *Davis-Bacon Act*

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner 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, Supplier Partner 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, Supplier Partner shall pay wages not less than once a week.

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

Supplier Partner 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 Supplier Partner 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 Respondent agree? JS
(Initials of Authorized Representative)

5. *Contract Work Hours and Safety Standards Act*

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner 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, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (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 Respondent agree? JS

(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.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Respondent agree? JS

(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 one hundred fifty thousand dollars (\$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, Supplier Partner 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 Respondent agree? JS

(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.

Supplier Partner certifies that Supplier Partner 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. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner 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 Respondent agree? JS

(Initials of Authorized Representative)

9. *Byrd Anti-Lobbying Amendment*

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree? JS

(Initials of Authorized Representative)

10. *Procurement of Recovered Materials*

For participating agency purchases utilizing Federal funds, Supplier Partner 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 maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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 Respondent agree? JS

(Initials of Authorized Representative)

11. *Profit as a Separate Element of Price*

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating

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

Does Respondent agree? JS

(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 Respondent agree? JS

(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Respondent agree? JS

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members 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 Respondent agree? JS

(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does Respondent agree? JS

(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.

Authorized signature: —  —

Printed Name: JOHN SCHWARTZ

Company Name: INSIDE SOURCE INC.

Mailing Address: 985 Industrial Rd Ste 101 San Carlos CA 94070

Job Title: Chief Operating Officer

PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

Please answer the following question. If yes, complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	<input type="checkbox"/>	Yes
	<input checked="" type="checkbox"/>	No

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). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All bidders submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners 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, Bidder should certify bidder’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent’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 Supplier Partner using federal funds.

16. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

17. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

18. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

19. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

20. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

21. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

22. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

23. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? [Click or tap here to enter text.](#)
(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.

Authorized signature:

Printed Name: [Click or tap here to enter text.](#)
Company Name: [Click or tap here to enter text.](#)
Mailing Address: [Click or tap here to enter text.](#)
Job Title:

PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input type="checkbox"/>	Yes
	<input checked="" type="checkbox"/>	No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local 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"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG 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. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG 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 upon 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 CCOG 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, CCOG and CCOG 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.

Does Respondent agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

Date:

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input type="checkbox"/> Yes
	<input checked="" type="checkbox"/> No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

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.

A. 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:

Street:

City, State, Zip Code:

Complete as appropriate:

I, , certify that I am the sole owner of , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, , a partner in , do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, , an authorized representative , 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
------	---------	----------

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

Signature: _____
Date: Click or tap here to enter text.

B. Non-Collusion Affidavit

Respondent Name: Enter Respondent Name

Street Address: Enter Respondent Name

City, State Zip: Enter Respondent Name

State of New Jersey

County of Insert County name

I, Insert name here, of the Insert name of City in the County of Insert name of County, State of Insert name of State of full age, being duly sworn according to law on my oath depose and say that:

I am the Insert name of job title of the firm of Insert company name, the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature:

Job Title: Insert job title here.

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

C. **Affirmative Action Affidavit (P.L. 1975, C.127)**

Company Name: Click or tap here to enter text.
Street Address: Click or tap here to enter text.
City, State, Zip Code: Click or tap here to enter text.

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

☐ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

☐ Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature: _____
Title of Signatory: Click or tap here to enter text.
Date: Click or tap here to enter text.

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insert vendor name here.		
Address:	Insert street address here.		
City:	Insert City Here.	State:State.	Zip:Zip Code

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____	Insert Full Name	Insert Title.
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

Page ____ of ____

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

Page | 50

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders
{County Executive}

County Clerk
Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Subscribed and sworn before me this ____ day of _____, 2 ____. (Notary Public) My Commission expires:	_____ (Affiant) _____ (Print name & title of affiant) _____ (Corporate Seal)

PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☒ We take no exceptions/deviations to the general terms and conditions.
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

[Click or tap here to enter text.](#)

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

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.

- ☐ Respondent agrees to all terms and conditions in **Attachment A - Sample Administration Agreement**.
- ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal 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.

Company Name	Inside Source Inc.
Address	985 Industrial Rd Ste 101
City/State/Zip	San Carlos, CA 94070
Phone Number	510-385-1641
Email Address	jschwartz@insidesource.com
Printed Name	John Schwartz
Job Title	Chief Operating Officer
Authorized Signature	

Initial Term of the Master Agreement

Contract Effective Date:	January 1, 2024
Contract Expiration Date:	December 31, 2027
Contract Number:	

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By:	
Name:	Franklyn A. Corlett
As:	CCOG Board President
Date:	

By:	
Name:	Eric Merkle
As:	EVP, Procurement & Operations
Date:	

WARRANTY INFORMATION

Exclusive 12 Year Limited Warranty

Exclusive 12 Year Limited Warranty

Enwork warrants that the goods shall be free from defects in materials or workmanship for a period of twelve (12) years except as follows. Chairs are warranted for single shift, standard commercial usage, defined as a standard 8-hour work day, five days a week, when the product is used by a person weighing less than 250 lbs, unless otherwise noted. Proxi Electric bases are warranted for a period of seven (7) years. Taper edge (contour laminate) worksurfaces, lighting, height-adjustable tables, monitor arms, electrical components, pneumatic cylinders, locks, drawer slides, and glides are warranted for a period of five (5) years. Casters are warranted for a period of one (1) year. There is no warranty for "self-edge" chipping or peeling, or on refrigerators.

Upholstery fabrics, vinyl, and polyurethanes are warranted from defects in material and workmanship for five (5) years except for Pixley, Milan, Capri, Ardi, Reko, and Monaco chairs which are warranted for three (3) years. Customer's own materials (COM) are not covered by this warranty. Consult with upholstery materials suppliers for performance criteria and suitability of individual materials. Textiles and laminates are sold subject to minor variations of color. Since textiles vary in weave, thickness and memory, some creasing and/or gathering may occur during the upholstery application process. Because leather is a natural product, variations of texture are common and should be expected.

This warranty excludes any type of misuse, abuse, as well as ordinary wear and tear.

Pursuant to this warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Enwork will, at its option, (a) repair the affected product at no charge, (b) replace the affected product at no charge with a new or refurbished product of comparable function, performance, and quality, or (c) refund the original purchase price for the affected product if repair or replacement is not commercially practicable or cannot be completed in a timely manner. This warranty applies solely to the original Buyer with the period starting on the date of shipment, and only for products shipped to and sold for use in the U.S. and Canada. This is Enwork's sole and exclusive warranty, and the Buyer waives all others.

The foregoing warranty shall not apply to damage caused under the following circumstances: (a) damage caused during shipping (this will be handled under separate terms); (b) modifications or attachments to the product that are not Enwork approved; (c) products that were not installed, used or maintained in accordance with product instructions and normal industry practice; (d) products used for rental purpose; (e) damage caused by misapplication of cleaning product; (f) natural variations in wood grain, color, texture, figure, or the presence of character marks; or (g) changes in surface finishes due to aging or exposure to light; or (h) damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds, damage from sharp objects, or imprinting from writing instruments. If a damaged product is repairable, Enwork may, at its option, permit the Buyer to repair the item and Enwork will issue a credit to the Buyer in accordance with Enwork's repair allowance schedule.

Warranty Disclaimer. Enwork expressly and unconditionally disclaims any and all warranties, express or implied, including but not limited to any warranties of fitness for a particular purpose or merchantability, or warranties based on oral representations from Enwork's personnel or agents, affirmations, models, drawings, samples, promotional literature whether in print, on the internet or in any other format or media.

Limitation of Liability. Enwork's maximum cumulative liability to buyer shall not exceed the purchase price of the goods claimed defective. In no event shall Enwork be liable for any indirect, incidental, special or consequential damages of any type or kind, including but not limited to lost profits, lost business opportunities or lost goodwill, relating to the goods sold hereunder, their installation or use, whether in contract, tort pursuant to statute or otherwise, even if Enwork has been advised of the possibility of such damages.

Indemnity. Buyer shall indemnify and save Enwork harmless from and against all claims of any type or kind for personal injury or property damage, including all costs and attorney's fees, made or alleged as a result of Buyer in any way or manner incorporating or installing any item purchased herein into another product manufactured, assembled, sold or marketed by Buyer.

No Design or other services provided. This agreement involves the sale of goods only. Buyer does not hire Enwork to perform any design services or for the production of any drawing or other media relative to the goods sold pursuant to this Agreement or Buyer's end product. To the extent that Enwork offers any advice or produces any drawings or other media, Enwork does so as a courtesy to the Buyer and Buyer agrees that it will not rely on such advice, drawing or other media and Enwork shall not be liable for any matter arising from such advice, drawings or other media. Buyer shall have no recourse against Enwork for any services of any type or kind. Buyer shall be solely and exclusively responsible for use and/ or installation of all items purchased herein. The items sold herein are based on Buyer's descriptions and Buyer bears sole responsibility for ensuring that the products sold meet Buyer's needs and expectations and are suitable for Buyer's intended use. Enwork is not responsible for Buyer's inaccurate or inadequate design or Buyer's furnishing of incorrect information.

Correction of Errors. Enwork shall have the right to correct any errors, whether clerical or mathematical, which are contained in this Agreement or any term sheet or invoice.

Disputes. All disputes of any type or kind, shall be determined by a court of competent jurisdiction which is situated in Kent County, Michigan. Buyer irrevocably consents to such exclusive venue and jurisdiction.

Miscellaneous. Buyer shall not assign any rights under this Agreement without the prior written consent of Seller. Failure to exercise any rights under this Agreement shall not constitute a waiver and a waiver on one occasion will not constitute a waiver of the same item on any subsequent occasion. No waiver or amendment to this Agreement shall be effective unless it is in writing and signed by authorized representatives of both parties. Paragraph headings are for reference only and are of no legal force or effect. All notices shall be provided to the addresses set forth in this Agreement and if none is provided, to the party's resident agent in the state of incorporation or organization. This Agreement shall be governed by the law of the State of Michigan without regard to any conflicts of law principles. Wherever possible, all terms shall be interpreted consistently. In the event of a conflict with regard to price, payment terms or delivery, the typed provisions on a separate or attached term sheet shall control over the printed provisions on this Agreement. For any other conflict, these Terms and Conditions shall control. No usage in trade shall create a conflict with the terms of this Agreement. Seller reserves the right to correct any typographical errors anywhere in this Agreement. A facsimile signature or a legally valid electronic substitute for a signature shall bind Buyer. If any provisions are determined to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

Entire Agreement. This is the complete and exclusive statement of the terms and conditions relating to the subject matter of this Agreement and all negotiations and representations, if any, made prior to the execution of this Agreement are merged into this Agreement. Seller shall not be bound by any agent's or employee's representations, promises, or inducements not set forth in this writing unless such representation, promise or inducement is set forth in writing, dated subsequent to this Agreement, and signed by an authorized officer of Seller.

Product Issue Instructions

Shipping Damages and Claims

Should you receive any portion of a shipment in damaged condition, either apparent or concealed, it is the duty of the customer to note any suspected damage on the carrier's delivery receipt, to accept the damaged goods, and to contact Enwork immediately to begin the freight claim process. Do not install damaged product. All damaged product and packaging must be retained until the freight claim is settled. Failure to retain damaged product and packaging will result in a transfer of liability from Enwork to the customer. Enwork will not warranty custom one-piece tops over 96" from freight damage. Concealed Damage: Freight damage must be reported to Enwork within 5 days of receipt. Failure to report freight damage within this timeframe will result in a transfer of liability from Enwork to the customer. Claims and questions can be submitted to info@enwork.com

Defective Products

Enwork may request samples, photos, or videos demonstrating the defect before further action. No merchandise shall be returned or scrapped without prior approval from Enwork. All unauthorized returns may be refused by Enwork and returned to the customer. Credit or reimbursement will be issued for the original purchase price or a replacement will be sent. Enwork reserves the right to request the return of any or all of the defective products. Enwork also reserves the right to repair defects in the field with an Enwork-provided repair team.

Repair Authorization

Requests for Enwork funded repairs by Enwork dealers must be submitted in writing prior to repair work. Repairs made without Enwork's consent will not be funded. Repair costs for warranty or defect issues must be reasonable.

Credit for Returned Goods

Credit will not be honored for returned merchandise until all returned goods have been checked by the Enwork Quality Control Division and confirmed to be defective.

Pricing

Prices in this Price List are United States list prices and include freight (subject to minimum order quantities) within the continental U.S. and to most of Canada. Canadian market orders can be invoiced and paid in U.S. or Canadian dollars. Enwork's USD:CAD conversion rate is posted on www.enwork.com and typically updated quarterly. Canadian market orders must specify USD or CAD on the order. The Canadian Dollar price will be based on the conversion rate in effect at the time the order is received. For convenience, the exchange rate and GST will be included as separate line items on order acknowledgments and invoices.

12 YEAR WARRANTY

Subject to the limitations set forth below. The Gunlocke Company warrants to the original purchaser all product in this price list to be free from defects in material and workmanship for a twelve year period from the date of shipment.

This **12-year warranty** applies to all products sold and installed by a Gunlocke authorized agent for normal commercial single shift service. Gunlocke will repair, or at its option, replace defective merchandise, free of charge. The following components not manufactured by Gunlocke have the following warranties:

- **High wear components** Such as casters and glides are warranted for five years after date of shipment to original owner.
- **Seating control mechanisms** are warranted for five years after date of shipment to original owner.
- **Fabric and leather** are warranted for three years if single-shift and normal use after shipment to original owner.

Any non-standard material selected by the customer is not warranted. Neither does this warranty apply to damage resulting from accident, alteration, or misuse, as well as damage from normal wear and tear such as dents, nicks, scratches, fading and improper maintenance. That is, Gunlocke's warranty is only valid if products are given proper use and care. Gunlocke assumes no responsibility for product damages resulting from improper installation or user modification.

WOOD FURNITURE

Wood owes its inherent beauty to variations in color, grain, and texture, and therefore, these variations are not considered defects. There may be minor variations from one piece of furniture to the next even though they are finished at the same time. Exposure to light and the aging process will cause a darkening of natural wood products. Light finishes on wood products do not mask the natural characteristics of wood.

The Gunlocke Company does not guarantee the exact matching of grain, pattern, and color. Gunlocke offers 800 a natural maple finish on maple, 222 a natural cherry on maple, 701 a light cherry finish on cherry or maple, 629 nutmeg walnut on walnut or maple, and 601 light walnut on walnut or maple. These finishes do not cover any of the natural characteristics of the wood, including nature's colorations, pitch pockets, and the variations of steambent wood. Merchandise will not be replaced because of these natural variations.

It is expressly understood and agreed that the buyer's sole and exclusive remedy for any and all losses or damages resulting from nonconforming goods, or from any other cause, shall be repair or replacement of defective parts, and that Gunlocke shall not be liable for damages or injury to persons or property, nor for replacement of the entire commercial unit, if repair or replacement of defective parts can reasonably render the unit conforming.

All warranty claims must be submitted in writing by the original owner via our website at <https://apps.gunlockeadvantage.com/QualityFeedback/>.

Owner may be required to produce the invoice or other evidence to establish that a claim is within the warranty period.

As stated and illustrated on the website, serial numbers are required to process a warranty claim. No person, firm, or corporation is authorized to assume for Gunlocke any liability in connection with the sale or installation of Gunlocke products except as stated above.

All other warranties, expressed or implied, are excluded. Gunlocke shall not be liable for incidental or consequential damages of any sort.

*Warranty claims entered at
<https://apps.gunlockeadvantage.com/QualityFeedback/>



OUR COMMITMENT TO OUR CUSTOMER

OFS and Carolina products are manufactured with careful attention to detail and with an on-going commitment to achieve a level of quality that is free of defects in materials and workmanship, given normal use and proper care. In an effort to stand by this philosophy, OFS and Carolina, hereby warrants, to the original purchaser of the product and from the original date of purchase.

OFS products warrant to 12 years on single-shift applications with exceptions noted below.

Carolina products warrant to 12 years on multi-shift applications with exceptions noted below.

OFS and Carolina will repair or replace, at our discretion without charge to the original purchaser, any product or part thereof which fails as the result of such a defect during the warranty period. In the event any product has to be returned to the factory for verification of a complaint, it must be pre-authorized by the factory and shipped prepaid along with written information containing the name of the original purchaser, original invoice number, and a copy of the original purchase order. If the product is returned to an authorized dealer for repairs, OFS and Carolina will provide the materials to repair the product free of charge, including transportation cost.

EXCEPTIONS TO THE 12 YEAR WARRANTY:

Category	Years Under Warranty					
ANCILLARY AND WORK SPACE	1	2	3	5	10	Lifetime
All drawer glide suspensions						X
Mechanical locks						X
Base height adjustable mechanism				X		
Casters, Glides, Control Mechanisms and Pneumatic Cylinders						X
Foam, Mesh Material				X		
WORK CHAIRS	1	2	3	5	10	Lifetime
Foam, Mesh Material				X		
Work Chairs with heavy duty upgrades					X	
OUTDOOR FURNITURE	1	2	3	5	10	Lifetime
Outdoor				X		
CAROLINA	1	2	3	5	10	Lifetime
Foam, Mesh Material				X		
Recliner components, sleeper chair mechanisms and accessories				X		
Recliner mechanisms					X	
Three Position Recliner & wall saver mechanisms				X		
OTHER	1	2	3	5	10	Lifetime
Electrical components/Power Supplies	X					
Remote control projection screen		X				
Task Lights			X			

Warranty does not cover:

- Natural variations in color, grain, or texture of wood, leather and other textiles over which OFS and Carolina has no control.
- Normal aging and wear of textiles, filling materials and finishes are exempted from this warranty.
- Textile color matching, textile puddling, fastness of colors or wearing qualities of any material.
- Slight differences in textile color due to supplier dye lot differences on large orders or on repeat orders placed at later dates from the original order.
- Labor and service not covered under warranty.
- Customer's Own Material (COM/COV/COL) is not covered by the textiles warranty. Any warranty claims for these upholstery materials will fall to the original vendor of the textile. With a broad spectrum of harsh cleaning agents used by facilities, it is recommended that the owner test each textile selection with their specific cleaning methods before ordering.
- OFS or Carolina products or components attached in some manner to any other manufacturer's products or components (i.e. OFS conference tops to another manufacturer's base).
- Damage caused by a transportation company.
- Damage created by loading file drawers with anything other than hanging files.
- Freight or other shipping charges on returned product or parts, labor and service.



TEXTILES

OFS and Carolina will evaluate the textile to determine its possible use on our furniture, but this does not warrant or guarantee the performance of the textile. OFS and Carolina warrants the workmanship (cutting, sewing, upholstery fit) of textiles to perform under normal aging and wear when cared for according to cleaning and maintenance guidelines provided by the textile supplier/manufacturer. With a broad spectrum of harsh cleaning agents used by facilities, it is recommended that the owner test each textile selection with their specific cleaning methods before ordering. If any textiles exhibit deterioration, delamination or other failure not associated with the application to OFS or Carolina products or due to cleaning methods, OFS and Carolina will not be responsible for costs associated with recovering or replacement. Textiles on products with a heavy duty upgrade must exceed 100,000 double rubs for the textile workmanship portion of the warranty to apply.

PRODUCT DESIGN & DISCONTINUED PRODUCTS

OFS and Carolina reserves the right to make alterations in design and construction or discontinue products without prior notice. If items are discontinued, OFS and Carolina reserves the right to repair or replace defective components with equivalent components, if available.

LIMITATION OF LIABILITY

Except as otherwise provided, OFS and Carolina make no other warranties, expressed or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Under no circumstances, including but not limited to breach of contract, breach of warranty or negligence, shall OFS and Carolina be liable for lost profits, loss of goodwill, stored data, general, special, consequential or exemplary damages, even if OFS and Carolina had notice of these damages or they were foreseeable. OFS and Carolina shall not be liable for consequential or incidental damages arising from any product defect. OFS and Carolina shall not be responsible for verifying Dealer's or customer's description of needs, data, or the fitness for a particular purpose of goods. OFS and Carolina liability in all cases shall be limited to repair or replacement of the defective parts, or the purchase price of the product. Damages resulting from user modifications, attachments to a product, misuse, abuse, alteration, negligent use, accidents, improper or lack of maintenance and damage in transportation are not covered under this warranty.

This warranty is applicable only to those products actually manufactured by OFS and Carolina. On product furnished by OFS and Carolina, but with components or equipment manufactured by others, including, but not limited to, foam, mechanisms, casters and textiles, the written warranty, if any, of the manufacturer is assigned to the purchaser.

POSSESSION OF THE PRICE LIST DOES NOT CONSTITUTE AN OFFER TO SELL. WE RESERVE THE RIGHT TO MODIFY PRODUCTS, PRICES OR DISCONTINUE ITEMS WITHOUT PRIOR NOTIFICATION.

ORDERING INFORMATION

All orders should be placed with:

OFS

P.O. Box 100
Huntingburg, IN 47542
800-521-5381 Fax 812-683-7256
order_entry@ofs.com

Carolina

P.O. Box 4398
Archdale, NC 27263
800-763-0212 Fax 336-431-9400
oenc@ofs.com

ORDER MUST INCLUDE

- Company name, address, telephone and fax number
- Contact person
- Authorized signature
- Purchase order number
- Sold to address & ship to address
- Order date
- Requested ship date
- Complete style number
- Fabric/Vinyl/Leather grade, vendor, pattern and color
- Correct Net Dealer pricing
- Any special instructions
- CDA (if applicable)

NOTE: A customer drawing or sketch of the planned configuration in modular applications will facilitate order processing.

PRICES

All prices herein are list prices including delivery to one destination, effective with the date printed on the cover, and supersede all other published price lists. US List Prices are domestic prices only for shipment within the Continental United States. Prices are subject to change without notice, unless quoted in writing. Possession of the price list does not constitute authority to sell or offer for sale OFS and Carolina products.

CREDIT CARD PAYMENTS

OFS and Carolina accept Visa, MasterCard, Discover and American Express. All methods of payments are subject to a 2% processing fee or the State's Lawful Amount for the total invoice when paying online, fax or over the phone.

Note: Discounts are not allowed if paid by credit card.

ACKNOWLEDGMENTS

Orders are acknowledged upon receipt of credit approval. Your acknowledgment is a detailed description of items, prices, shipping information and shipping date. Please read your acknowledgment closely and notify OFS and Carolina immediately of any discrepancies. OFS and Carolina are not responsible for errors on orders placed by phone without written confirmation.



AVAILABILITY

OFS and Carolina are committed to the fastest possible shipment of all products. All other items are available within our normal manufacturing schedule. For information on stock availability, call our customer service hotline 800.521.5381 for OFS and 800.763.0212 for Carolina.

Note: Planned shipping dates may be delayed due to fires, strikes, natural disasters or other causes beyond our control.

QUANTITY ORDERS

Contact your OFS or Carolina Customer Service Representative to verify inventory and production schedules to ensure requested shipment date prior to placing large quantity orders.

DELIVERY AND FREIGHT CHARGES

All shipments are F.O.B. point of shipment, freight prepaid and allowed, excluding surcharges. Shipments outside of the Continental United States are freight prepaid and allowed to port of exit. OFS and Carolina reserve the right to select the most appropriate carrier and routing on all shipments; however, we will try to accommodate requests for your preferred carrier. OFS and Carolina reserve the right to implement a surcharge. Any charges arising from failure to receive a shipment, rerouting while in transit or carrier storage charges are not included in prices shown. Orders requiring special services are subject to an additional charge.

These services include:

- Reconsignment from original destination to new destination. **Contact customer service**
- Refused/Returned Freight
 - Freight refused at destination and returned to OFS or Carolina **Contact customer service**
 - Freight refused at time of delivery; returned to OFS or Carolina to deliver at a later date **Contact customer service**
- Detention Fees (partial delivery/load - one hour given). **\$85 net per hour**
- Weekend delivery available Friday after 3:00 p.m. through Sunday night or Holiday **Contact customer service**
- Customer Pickup
 - Customer Request for 3rd party to pick up freight at OFS or Carolina terminal **Contact customer service**
- Change of Tags/Address/Phone #'s on Shipments **\$35 net**

SPECIAL ORDERS

The OFS and Carolina lines of office furniture are among the most complete in the industry. However, should a particular need arise requiring size modification or customization, contact your Customer Service Representative for a price quotation. Because of the uniqueness of the product, special orders are not subject to cancellation.

CANCELLATION AND ORDER CHANGES

All orders accepted by OFS and Carolina are considered firm and binding and are not subject to cancellation.

WAREHOUSE STORAGE CHARGES

Update: Shipments cannot be held or stored for any length of time due to space constraints.

Temporarily Suspended: If a shipment is held beyond fourteen (14) calendar days after the order is ready for shipment at your request, a 2.4% per day storage charge will be assessed. The effective date will be fourteen (14) calendar days after the order is ready for shipment, as long as this date is after the acknowledged ship date. Further, the prices applied to the order will be those prices in effect at time of shipment.

EXTENDED PRODUCTION AND SHIP DATES

Orders placed with OFS and Carolina with extended lead times as requested by you will be subject to price in effect at time of shipment.

DAMAGED MERCHANDISE AND FREIGHT CLAIMS

1. Inspect all cartons for damage and carton quantity. All shipments are delivered to the transportation company in good condition; OFS' and Carolina's liability ceases at this time. Do not refuse merchandise damaged in transit. Instead, enter a claim with the transportation company.
2. Record damages and/or shortages on the bill of lading and freight bill. Do not accept the shipment until all shortages are noted on both the bill of lading and the freight bill. Sign only for the items you receive. If you give the delivering carrier a clear receipt for a shipment, the carrier is relieved of further responsibility.
3. If concealed damage is found: Notify the delivering carrier at once and request an inspection. For shipments via Styline Logistics, notify your OFS or Carolina Customer Service Representative. This must be done within fifteen (15) calendar days of delivery. Without this inspection the transportation company will not entertain a claim for loss or damage. If the carrier will not perform the inspection, you should prepare an affidavit that you contacted the carrier, noting the time and date, and that the carrier failed to comply with your request. All shipping cartons and inner packing must be retained for carrier inspection. Do not move the damaged merchandise from the receiving location. It must also be retained for the inspection.



RETURN OF MERCHANDISE

OFS or Carolina will not accept returned merchandise without a signed Return Authorization (RA) issued by our Customer Service Department. All returned merchandise must be properly packaged and cartoned to prevent further damage. Carton must be clearly marked with identifying RA number so that proper credit can be issued. We will consider issuing RAs for the following reasons:

- Manufacturing defect (must be inspected by a OFS or Carolina Sales Representative)
- OFS or Carolina order processing error
- Shipping error
- Duplicate shipments
- Mismarked cartons

All merchandise must be returned within thirty (30) days of the date of the RA to receive credit. Freight damage, signs of usage, missing parts, etc. will be adjusted on the amount of credit to be issued.

REPAIR CHARGES

Reimbursement from OFS or Carolina for repairs must have prior approval.

CUSTOM FINISH COLOR

Custom finish matching is available for special requirements. OFS and Carolina must be provided with a suitable 8" x 10" or larger finish sample. However, custom finishes can be developed to meet specific needs. There will be a \$500 net upcharge per order for new custom finishes (waived on projects of \$100,000 net price or more). Custom finish upcharge for repeat or additional orders will be \$150 per order, even when the upcharge was waived on the original project. Custom finish matches are valid for 12 months from sample date. After this time period, custom finishes must be rematched and reapproved for use.

FINISH DISCLAIMER

Some desktop accessories with plastic feet can penetrate or burn the finish. This is not a defect in the finish. Wood is a natural product and minor variations in wood color, grain and texture may be visible even though the pieces are finished at the same time. Also, light finishes when exposed to ultraviolet rays may darken and change color. These are not defects in finish, and merchandise cannot be replaced because of these natural variations.

BIFMA AND ANSI TESTING

OFS and Carolina are members of the Business and Institutional Furniture Manufacturer's Association. Tests developed by BIFMA and approved by the American National Standards Institute (ANSI) determine the strength and durability of casegoods and seating in its everyday use. Although this testing does not serve as a warranty or guarantee, OFS and Carolina products within this price list generally meet or exceed applicable BIFMA and ANSI standards.

GLIDES

OFS and Carolina utilizes different types of glides in our seating and occasional tables construction, ie; non-marring, non-skid glides, adjustable glides, plastic glides, etc. The type of glide used in a product depends on the products design and typical application. Due to varying flooring materials and our inability to test on all flooring types, **OFS and Carolina assumes no responsibility for floors damaged by glides. For questions regarding glides, or to request specific glides contact Customer Service.**

FABRIC PUDDLING

The content of certain fabrics makes these fabrics susceptible to puddling and wrinkling over which OFS and Carolina have no control. Slight changes in weather and humidity can affect these fabrics. OFS and Carolina will not assume responsibility when this happens.

FABRIC COLOR MATCHING

OFS and Carolina do not guarantee and will not assume responsibility for the fastness of colors or wearing qualities of any material. Because of industry dye lot variations, colors may not match exactly. Any adjustments made will depend upon the fabric manufacturers willingness to stand behind their product.

CUT YARDAGE FABRICS

Cut yardage from any OFS and Carolina Textile partner may be purchased through OFS and Carolina. Contact Customer Service for cut yardage pricing.

DIRECTIONAL FABRICS

Directional fabrics such as plaids, stripes and certain patterns may not meet your expectations due to certain sewing patterns, tufting and contoured shapes of certain styles and models. When required we will upholster to customer specifications but such orders are not subject to return. If you have a question or concern about one of these fabrics, please contact your Customer Service Representative and submit a fabric sample for approval prior to placing an order.



FABRIC APPLICATION

OFS and Carolina will match all fabrics that require matching such as plaids, stripes, or prints. Unless otherwise noted on the customer's purchase order, OFS and Carolina will apply textiles to upholstered items in the manner which we deem to be most appealing. OFS and Carolina take no responsibility for the direction in which textiles are applied unless the desired direction is noted on the customer purchase order. OFS and Carolina reserve the right to reject textiles we deem unsuitable for application on our products.

GUARANTEE

Although every effort is made to select covering materials for wearability as well as appeal, we CANNOT guarantee covers for wearability or colorfastness. We can extend only that guarantee which the supplier extends to us.

FIRE RETARDANT PRODUCTS

California Technical Bulletin 117-2013: All OFS and Carolina upholstered seating products and the resilient filling materials used in the upholstered seating products meet or exceed the requirements of the State of California, Department of Consumer Affairs, Technical Bulletin 117-2013. Compliance with these requirements is indicated by the label attached to the seat bottom.

Flame Retardant Chemicals: All standard OFS and Carolina upholstered seating products are offered with components, as identified in TB117-2013, that are free of flame retardant chemicals. All OFS and Carolina upholstered seating products will indicate Flame Retardant chemical composition in accordance to the labeling requirements of California Senate Bill 1019. OFS and Carolina assume no responsibility for customer specification of textiles and other upholstery materials containing flame retardant chemicals on products shipping into regions with laws banning these substances.

California Technical Bulletin 133: Cal TB 133 is a flammability test for seating products used in public spaces. The testing procedure for Cal TB 133 requires the burning of an entire product since the test is a composite test and not a component test. OFS and Carolina have pretested and certified many different chair styles and upholsteries. If Cal TB 133 certification is required, a burn test may need to be completed with a specific model and upholstery combination. Contact Customer Service for Cal TB 133 approval, pricing and lead times.

OFS and Carolina can not be held liable if purchase order does not indicate a requirement for Cal TB 133 compliance.

TEXTILES

OFS and Carolina offer an extensive program of graded-in textiles including fabrics, leathers, vinyls, polyurethanes and Cryptons® from the industry's finest sources. While our binders may not include cards from every supplier, we do maintain programs with the following:

NOTE: For a list of current OFS and Carolina grades visit the textiles section of the OFS and Carolina websites at:

ofs.com and carolina.ofs.com

FABRIC PARTNERS

— ARC-COM www.arc-com.com	— LUNA www.lunatextiles.com
— ARCHITEX www.architex-ljh.com	— MAHARAM www.maharam.com
— CAMIRA www.camirafabrics.com	— MAYER FABRICS www.mayerfabrics.com
— CARNEGIE www.carnegiefabrics.com	— MOMENTUM www.themomgroup.com
— C.F. STINSON www.cfstinson.com	— SPRADLING INTERNATIONAL, INC. www.spradlingvinyl.com
— DESIGNTEX www.designtex.com	— ULTRAFABRICS www.ultrafabricsllc.com
— GREEN HIDES www.greenhides.com	
— HELVETIA LEATHER www.helvetialeather.com	
— KVADRAT www.kvadrat.dk	



COM/ (CUSTOMER'S OWN MATERIAL) & GRADED-IN TEXTILE POLICY

OFS and Carolina will evaluate the fabric to determine if it is possible to use this type of fabric on our furniture, but this does not warrant or determine the performance of the fabric. Any warranty claims for these upholstery materials will fall to the original vendor of the fabric, not OFS or Carolina. With a broad spectrum of harsh cleaning agents used by facilities, OFS and Carolina recommend that the owner test each fabric selection with their specific cleaning methods before ordering

COM/COL ORDERING INSTRUCTIONS

All COM and COL materials must be submitted to OFS and Carolina for preliminary approval prior to shipment of fabric or leather. Approval signifies only that such materials can be applied to the products for which they are intended. Such approval does not constitute any responsibility nor any warranty on the part of OFS or Carolina as to the appearance, behavior or durability of the COM or COL.

1. Send 1 yard for approval to: **OFS, Attn: Customer Service, 1204 East 6th St., Huntingburg, IN 47542 or
Carolina, Attn: Customer Service, 1264 Jackson Lake Rd., High Point, NC, 27263**
2. Send a swatch along with the order to: **OFS, Attn: Customer Service, 1204 East 6th St., Huntingburg, IN 47542 or
Carolina, Attn: Customer Service, 1264 Jackson Lake Rd., High Point, NC, 27263**

This sample is used to verify that the correct fabric is received. It is not used for application approval.
3. Specify the COM or COL supplier's company name, pattern, color and number.
4. The COM or COL supplier must include the dealer name and purchase order number on all packing lists.
5. Include application instructions for striped, plaid, patterned or unusually designed fabrics (i.e. direction of stripes) and which face to use on reversible fabrics.
6. Ship COM or COL material prepaid to: **OFS Plant 8, Attn: COM Department, 1008 North Chestnut Street, Huntingburg, IN 47542
Carolina, 533 Archdale Blvd., Archdale, NC, 27263**

COM and COL orders will be scheduled for production only upon receipt of production yardage. In the absence of a representative sample sent with the purchase order or application instructions, OFS and Carolina will apply the fabric in what it determines to be the best manner and cannot be held responsible after upholstering. **Excess COM/COL materials will be discarded at the discretion of OFS and Carolina unless otherwise instructed by the customer at the time the order is placed.**

COM YARDAGE REQUIREMENTS

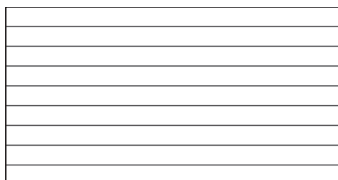
Yardage requirements listed in our price list are based on 54" wide rolls of plain, non-directional fabric. We can take no responsibility for tailoring, wearability or application of COM covers. OFS and Carolina will not be held responsible for receipt of defective fabrics, as we apply all COM as first quality goods. At no additional charge, OFS and Carolina will pre-approve any COM at the customer's request. The additional yardages are based on 54" wide goods. Please contact Customer Service if goods are less than 54" wide. **Though every effort has been made to estimate excess yardage required for stripes and matches, OFS and Carolina takes NO responsibility where additional materials must be ordered.**

For 2-way repeats, ranges are calculated by using the higher repeat i.e. If the repeat is 13V x 15H you would use 15H to calculate the extra yardage needed.

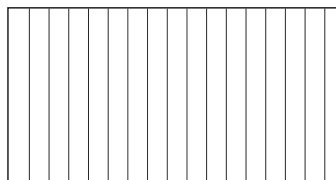
Repeat	Horizontal repeat	Vertical repeat	2-Way repeat in 2 directions
1/4"-5"	Add 10%	Add 15%	Add 15%
6"-9"	Add 15%	Add 18%	Add 20%
10"-13"	Add 30%	Add 35%	Add 40%
14"-19"	Add 45%	Add 55%	Add 60%

Repeats larger than 19", fabrics less than 54" wide or fabrics requiring matching (stripes, plaids, prints, large patterns) will require additional yardage based on the fabric used and the item ordered. COM must be a single cut piece. Multiple pieces will require more yardage. A swatch showing one full repeat must be sent for yardage requirement instructions for these special circumstances. Please contact your customer service representative for assistance.

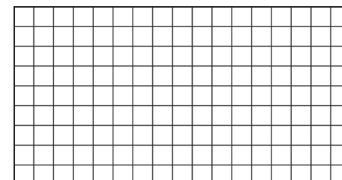
Horizontal repeat



Vertical repeat



2-Way repeat



COM APPLICATION

All COM fabrics are cut according to the fabric pattern at the discretion of OFS and Carolina unless otherwise directed by the customer.



COM FIRE RETARDANT PRODUCTS

OFS and Carolina assume no responsibility for the fire retardancy of any COM/COL. Customers are solely responsible for making sure that their COM/COL complies with all applicable codes and regulations.

COL (CUSTOMER'S OWN LEATHER)

COL requirements are based on an average hide size of 50-55 square feet. Please consult the sales office for requirements on sizes different from this. All square footage requirements are based on usable footage. The shape of the hide and the usable footage may make it necessary for us to request more leather after your COL is received. Please note that leather is a natural product and variation in texture is a pleasing quality belonging exclusively to high grade, full top grain leathers. Due to the variation in thickness of leather, OFS and Carolina recommends sending a 4" x 4" swatch for approval. OFS and Carolina approval signifies only that such materials can be applied to the products for which they are intended. Such approval does not constitute any responsibility nor any warranty on the part of OFS and Carolina as to the appearance, behavior or durability of the COL. **Note: Calf hide requirements will vary based on the chair model selected. Please contact the sales office for pattern adaptability confirmation and square footage requirements prior to placing an order.**



ALL STANDARD VENEERS

— OSLO [OSL]	Quartered Grain Pattern
— LINEN [MRO]	Quartered Grain Pattern
— BLONDE [MBM]	Quartered or Flat Grain Pattern
— HONEY [MHM]	Quartered or Flat Grain Pattern
— DESERT [DST]	Quartered Grain Pattern
— PECAN [PCO]	Quartered Grain Pattern
— ROOT [MNW]	Quartered Grain Pattern
— SIENNA [MLC]	Quartered or Flat Grain Pattern
— TOFFEE [MGW]	Quartered Grain Pattern
— MOCHA [MMC]	Quartered or Flat Grain Pattern
— STEEL [MGO]	Quartered Grain Pattern
— BURNISHED [BUW]	Quartered or Flat Grain Pattern
— EBONY [EBY]	Quartered or Flat Grain Pattern

STUDIO VENEERS (10%)

— SILVER GREY [SVC]	Quartered Grain Pattern
— SALVAGED LINEN [SFO]	Planked Grain Pattern
— SALVAGED ROOT [SFW]	Planked Grain Pattern

ASH

Only on Eleven Wood by OFS

— BLONDE [MBA]	Quartered Grain Pattern
— HONEY [MHA]	Quartered Grain Pattern
— PECAN [PCA]	Quartered Grain Pattern
— ROOT [NWA]	Quartered Grain Pattern
— STEEL [MGA]	Quartered Grain Pattern

ALL WOODGRAIN LAMINATES

P = HPL 2 = TFL 3 = 3DL

— OCHRE [TMP LM2 LM3]	Flat Grain Pattern
— LINEN [COP CO2 CO3]	Quartered Grain Pattern
— BLONDE [BEP BE2 BE3]	Flat Grain Pattern
— HONEY [HNP MH2 MH3]	Flat Grain Pattern
— KODIAK [KDP KD2 KD3]	Quartered Grain Pattern
— DESERT [DSP DS2 DS3]	Quartered Grain Pattern
— PECAN [PCP PC2 PC3]	Quartered Grain Pattern
— ROOT [NWP NW2 NW3]	Quartered Grain Pattern
— SIENNA [CHP LC2 LC3]	Flat Grain Pattern
— TOFFEE [MEP EN2 EN3]	Quartered Grain Pattern
— MOCHA [CMP MC2]	Flat Grain Pattern
— STEEL [STP ST2 ST3]	Quartered Grain Pattern
— BURNISHED [BUP BU2 BU3]	Flat Grain Pattern

TEXTURED LAMINATES

— FINN [FNP FN2]	Quartered Grain Pattern
— PEAK [PKP PK2]	Quartered Grain Pattern
— LOFT [LOP LO2]	Quartered Grain Pattern
— DRIFT [DRP DR2]	Quartered Grain Pattern

STUDIO TEXTURED LAMINATES (10%)

— SADDLE [SDP SD2]	Quartered Grain Pattern
— CHAR [CRP CR2]	Quartered Grain Pattern

SOLID COLOR LAMINATES

— BLACK [BLP BL2 BL3]	
— FROSTY WHITE [FWP FW2 FW3]	
— GREY [GRP GR2 GR3]	
— PURE WHITE [RWP RW2 RW3]	
— SLATE GREY [SGP SG2]	

PAINTS

— BLACK [BLK]
— IRON [IRN]
— WHITE [WHT]

STUDIO PAINTS (10%)

Only on Select Products

— BLUSH [BLUS]
— CIDER [CIDR]
— DIJON [DIJO]
— FALLOW [FALO]
— FIDDLE [FDL]
— LILAC [LAC]
— MIDNIGHT [MDNT]
— TUNDRA [TUND]

METAL POWDER COAT COLORS

— BONE WHITE [BWT]
— CHALK [CHLK]
— GOLD [SGLD]
— GRAPHITE [GRPH]
— LUSTER GREY [MSL]
— OILED BRONZE [HIP]
— ONYX [BKO]
— POLAR [POLR]
— SOFT BRONZE [SBRZ]
— STONE [STON]
— WARM GREY [HIF]

SUPER MATTE POWDER COAT

— ION [ION]

STUDIO POWDER COAT (10%)

Only on Select Products

— HERON [HERN]
— LATTE [LATT]
— MOSS [MOSS]
— RUST [RUST]
— TURMERIC [TURM]
— WARM GREY [HIFA] with Antimicrobial

SOLID SURFACE

— CAMEO WHITE [CWS]
— CONCRETE [CSS]
— DEEP MINK [DMS]
— MODERN WHITE [MWS]



10734-60 Limber Maple
10745-60 Fonthill Pear
10776-60 Kensington Maple
1500-60 Grey
1503-60 Putty
1530-60 Beige
1531-60 Light Beige
1570-60 White
1572-60 Antique White
1573-60 Frosty White
1595-60 Black
1787-60 Oxide
2932-60 Almond Leather
4142-60 Grey Glace
4143-60 Neutral Glace
4166-60 Pampas
4168-60 Grey Pampas
4170-60 Beige Pampas
4621-60 White Nebula
4623-60 Graphite Nebula
4630-60 Cloud Nebula
4633-60 Natural Nebula
4651-60 Navy Legacy
4656-60 Bronze Legacy
4663-60 Tawny Legacy
4667-60 Green Tigris
4669-60 Natural Tigris
4674-60 Evening Tigris
4745-60 Maroochy Brush
4746-60 Woolamai Brush
4762-60 Mystique Dawn
4779-60 Pewter Brush
4783-60 White Tigris
4794-60 Windswept Bronze
4795-60 Windswept Pewter
4796-60 Burnished Chestnut
4810-60 Titanium EV
4811-60 Silicon EV
4813-60 Nickel EV
4814-60 Tungsten EV
4820-60 Carbon EV
4823-60 Antique Brush
4835-38 Tumbled Roca
4841-60 Desert Zephyr
4842-60 Canyon Zephyr
4843-60 Misted Zephyr
4844-60 Loden Zephyr
4845-60 Twilight Zephyr
4846-60 Morro Zephyr
4856-60 Cloud Zephyr
4857-60 Shadow Zephyr
4859-60 Spiced Zephyr
4869-60 Western White
4871-60 Western Suede
4876-38 Sheer Mesh
4877-38 Grey Mesh
4878-38 Pewter Mesh
4879-38 Steel Mesh
4880-38 Carbon Mesh
4882-38 Oiled Soapstone
4883-38 Sable Soapstone
4885-38 Green Soapstone

4886-38 Pearl Soapstone
4887-38 Tan Soapstone
4888-38 Rustic Slate
4904-38 Desert Springs
4905-38 Spicewood Springs
4907-38 Deep Springs
4909-60 Ginseng Tea
4911-38 Soft Gold Mesh
4912-38 Gilded Mesh
4913-60 Eggplant
4915-60 Tangerine
4918-60 Sprout
4919-60 Blue Agave
4924-38 White Carrara
4929-38 Bordeaux Juparana
4931-38 White Juparana
4932-38 Golden Juparana
7054-60 Wild Cherry
7061-60 Natural Pear
7806-60 Bannister Oak
7816-60 Solar Oak
7850-60 Beigewood
7909-60 Fusion Maple
7911-60 Manitoba Maple
7921-38 Tuscan Walnut
7925-38 Monticello Maple
7928-38 Castle Oak
7929-38 Huntington Maple
7937-38 River Cherry
7938-38 New Age Oak
7946-38 Brazilwood
7953-38 Harvest Maple
7954-38 Natural Rift
D14-60 Port
D25-60 Atlantis
D30-60 Natural Almond
D307-60 Hollyberry
D315-60 Platinum
D321-60 Brittany Blue
D327-60 Pepperdust
D354-60 Designer White
D379-60 Indigo
D381-60 Fashion Grey
D403-60 White Sand
D417-60 Lapis Blue
D431-60 Alabaster
D495-60 Coffee Bean
D50-60 Khaki Brown
D90-60 North Sea
D91-60 Slate Grey
D92-60 Dove Grey
D96-60 Shadow

**THE FOLLOWING WILSONART
STANDARD PATTERN HPL'S
ARE AVAILABLE AT STANDARD
LIST PRICES WITH EXTENDED
LEAD TIMES.**

1572-38 Antique White
1573-38 Frosty White
4550-60 Granite
4551-60 Blackstar Granite
4552-60 Ebony Star
4595-60 Bahia Granite
4724-60 Milano Amber
4725-60 Milano Brown
4726-60 Milano Quartz
4781-60 Sunstone
4835-60 Tumbled Roca
4860-38 Silver Alchemy
4861-38 Gold Alchemy
7039-38 Windsor Mahogany
7039-60 Windsor Mahogany
7040-60 Figured Mahogany
7054-38 Wild Cherry
7110-60 Montana Walnut
7122-38 Empire Mahogany
7122-60 Empire Mahogany
7209-60 Nepal Teak
7885-60 English Oak
7919-38 Amber Cherry
7919-60 Amber Cherry
7921-60 Tuscan Walnut
7922-38 Brighton Walnut
7922-60 Brighton Walnut
7923-60 Versailles Anigre
7924-38 Biltmore Cherry
7924-60 Biltmore Cherry
7925-60 Monticello Maple
7928-60 Castle Oak
7929-60 Huntington Maple
7933-60 Cafelle
7935-60 Shaker Cherry
7936-60 Williamsburg Cherry
7937-60 River Cherry
7938-60 New Age Oak
7939-38 Blond Echo
7941-38 Tan Echo
7942-38 Cocobala
7943-38 Colombian Walnut
7944-38 Madagascar
7945-38 Xanadu
7947-38 Rio
7948-38 Mambo
7949-38 Asian Night
7951-38 Asian Sun
7952-38 Asian Sand
7957-38 Zanzibar
7959-38 Hampton Walnut
7960-38 Studio Teak
7962-38 Aloe
D12-60 Regimental Red
D26-60 Persian Blue
D315-38 Platinum



KEYLESS CABINET LOCKING SYSTEM

Keyless cabinet locking system uses radio frequency technology. One transmitter pad can operate single or multiple receiver latches. The locking system operates with separate and programmable user and supervisor codes. Optional modes are available for manual locking, self locking or single use locking of drawers and doors. Please contact your Customer Service Representative for applicability and for a price quotation.

RE-KEYING IN THE FIELD

Lock cores and keys can be purchased separately. The purchase order must specify color, type, starting key # and number of sets (available in nickel, brass or black). Key numbers above number 150 are not stocked and may require a 3-week lead time. Orders ship standard FedEx ground. Please note: A Core Change must be ordered for lock cores that will be re-keyed in the field.

ITEM

LOCK - Set (each core key set)	\$28 list
Core Change.....	\$42 list
Master Key	\$42 list

ALL ITEMS ARE NON-RETURNABLE.



FIELD INSTALLED CORES & KEYS

Field Installed Cores & Keys

Select the "LOCK" option when ordering product with a lock. The product will initially ship with a plastic plug, which will be removed in the field and the lock core installed.

Cores & Keys will ship in a separate package. Multiple cores and keys may be shipped together in one package.

You do not need a Core Change to install the original lock core. Once installed, a Core Change is required for removal. A Core Change may be ordered for **\$42** list.

USING LOCK OPTION

When using "LOCK" option your cores and keys must be ordered separately by ordering **LOCK-SET(s)** (see below for ordering instructions) to satisfy the number of locking mechanisms required for product on your PO.

Five lock core models are available to pick from to be field installed. They are:

LOCK-SET- 1

This includes 1 core & 1 key



LOCK-SET- 2

This includes 2 cores & 2 keys



LOCK-SET- 3

This includes 3 cores & 3 keys



LOCK-SET- 4

This includes 4 cores & 4 keys



LOCK-SET- 5

This includes 5 cores & 5 keys



The options available on these models are:

OPTION 1: Color (Black, Nickel or Brass)

OPTION 2: Type (Alike, Random or Consecutive)

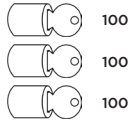
OPTION 3: Starting Key # (This applies to the Alike and Consecutive types only)

OPTION 4: Number of Sets

KEYING TYPES

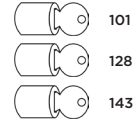
Three keying options are available to pick from to be field installed. (Keyed Alike, Keyed Random & Keyed Consecutive)

Keyed Alike all cores and keys on that line will match the starting key number selected.

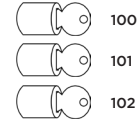


Keyed Random all cores and keys on that line will be randomly selected. You do not have to pick a key number with this option.

Note: you could end up with two of the same number when ordering large quantities.



Keyed Consecutive all keys included in the quantity will be numbered in consecutive order starting with the starting key number you select. This will make sure no two numbers are the same. You must pick a starting key number.



Standard Key # numbers range between 100-200 when using the Nickel color and 100-150 when using Black or Brass. Additional numbers 151-999 are available when using Black or Nickel Cores. There is no additional charge for key numbers 151-999 but they could potentially add additional lead time.

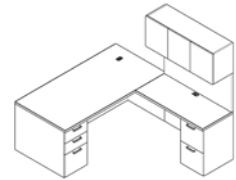
EXAMPLES

Example of using Keyed Alike

If you have one office that requires multiple cores & keys which all need to be the same lock number you could order

Model	Color	Type	Starting #	Number of Sets
LOCK-SET-2	Black	Alike	100	1

In this scenarios you would receive (2) cores and keys with the key number of 100.

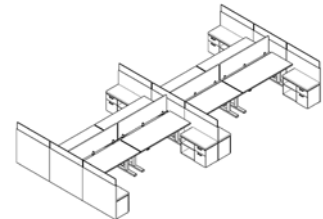


Example of using Keyed Random

If you had 8 workstations that required one unique core & key per user you could order

Model	Color	Type	Starting #	Number of Sets
LOCK-SET-1	Black	Random	n/a	8

In this scenario you would receive (8) cores and keys consisting of 8 different numbers chosen randomly.

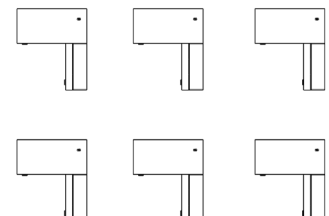


Example of using Keyed Consecutive

If you had multiple offices that required (2) cores & keys per office where each office requires matching keys you could order

Model	Color	Type	Starting #	Number of Sets
LOCK-SET-2	Black	Consecutive	100	6

In this scenario you would receive (6) sets of cores and keys consisting of key numbers that would start from 100. You would have (2) 100's, (2) 101's, (2) 102's... (2) 105's.





WOOD CARE

Careful craftsmanship makes your new OFS wood furniture incredibly durable, and with proper care your furniture will provide beauty and convenience for years.

All OFS products undergo rigid color-match procedures to ensure the best in color consistency.

- Dust frequently using a soft, damp, clean cloth, wiping with the grain.
- Remove liquid spills immediately, using a blotting rather than wiping motion.
- To clean, use a glass cleaner formulated with ammonia. Apply a small amount to a soft dry cloth and wipe in the direction of the grain. Dry with a soft cloth. Do not use furniture polish containing oil or silicone.
- Avoid prolonged exposure to direct sunlight, high humidity, extreme heat or cold and moisture.

LAMINATE CARE

- Avoid prolonged exposure to direct sunlight, high humidity, extreme heat or cold and moisture.
- Dust frequently with a soft, damp, clean cloth or mild detergent solution. Avoid using chemical or abrasive cleaning compounds.
- To avoid build up of cleaning agents, rinse the laminate surface with warm water and wipe with a clean damp cloth.

SEATING CARE

- Dust exposed wood parts frequently using a soft, damp, clean cloth, wiping with the grain.
- To clean wood, use a glass cleaner formulated with ammonia. Apply a small amount to a soft dry cloth and wipe in the direction of the grain. Dry with a soft cloth. Do not use furniture polish containing oil or silicone.
- To clean leather and vinyl upholstery, use a warm, damp cloth to restore a bright finish. For stubborn stains, use a moisturizing soap. Remove lather with a damp cloth, but do not rinse. Buff with a dry cloth.
- For fabric upholstery, use a damp cloth to wipe up spills. For tougher stains, contact your local OFS dealer for cleaning instructions.
- Avoid prolonged exposure to direct sunlight, high humidity, extreme heat or cold and moisture.
- The components of your OFS chair, such as controls, casters and understructure, require “common sense” care and cleaning as necessary.
- Activate chair mechanisms periodically to ensure proper function of moving parts.

CORIAN SOLID SURFACE CARE

- Washing with soap and water is usually sufficient to remove surface dirt or stains.
- Ammonia based liquid cleaner (not window cleaner) may also be used. Always rinse surface thoroughly and wipe dry.
- Drying is an important step, preventing a build-up of soap film or cleaning residue, which can create the appearance of light scratches over time.
- Stubborn soap film or cleaning residue build-up in Corian® is easily removed with abrasive cleanser and a white Scotch-Brite® pad or a sponge.
- For darker colors, a polish may be used to enhance the shine. For areas where there may be food contact, always use a polish formulated for food contact areas, such as Countertop Magic®. Where food contact is not a possibility, a simple furniture polish may be used. Always follow the manufacturer’s instructions for using the polish and for safety concerns.



PLEASE REFERENCE OUR QUICKSHIP PRICEBOOK FOR A COMPLETE LISTING OF AVAILABLE PRODUCT OFFERED ON OUR QUICKSHIP PROGRAM.





All OFS and Carolina products have achieved **SCS Indoor Advantage Gold Certification** from SCS Global Services. Indoor Advantage Gold certification is SCS Global Services' highest level of indoor air quality performance for furniture. The certification assures that furniture products support a healthy indoor environment by meeting strict chemical emission limits for volatile organic compounds (VOCs). To be certified, products must be tested by independent labs for compliance with the ANSI/BIFMA X7.1, and either ANSI/BIFMA e.3 or CDPH/EHLB Standard Method V1-1 for VOC emissions of concerns.



level® is the multi-attribute, sustainability standard and third-party certification program for the furniture industry. It has been created to deliver the most open and transparent means of evaluating and communicating the environmental and social impacts of furniture products in the built environment. Taking into account a company's social actions, energy usage, material selection and human and ecosystem health impacts, level addresses how a product is sustainable from multiple perspectives. With level, customers can make informed choices about commercial furniture that exceed single attribute ecocertifications. The level brand identifies that a product has been vetted by an independent third party certifier and its numeric marking 1, 2, or 3 indicates what threshold of certification it has achieved. Manufacturers—big and small—now have a methodology to present the environmental characteristics in a clear, easily understood manner with a vernacular that gives end users the ability to make an “apples to apples” comparison.



SCS Global Services [**SCS**] has been providing global leadership in third-party quality, environmental and sustainability verification, certification, auditing, testing, and standards development for three decades. Its programs span a cross-section of industries, recognizing achievements in green building, product manufacturing, food and agriculture, forestry, power generation retail, and more. SCS is accredited to provide services under a wide range of nationally and internationally recognized certification programs. Consistent with its mission, SCS is a chartered benefit corporation and Certified B Corp™, reflecting its commitment to socially and environmentally responsible business practices.



The FSC® standards [**Forest Stewardship Council®**] represent the world's strongest system for guiding forest management toward sustainable outcomes. us.fsc.org FSC certified products are manufactured with material that comes from managed forests that are traceable from the time the logs are cut to the time the final project is installed and are recorded by way of a COC or chain of custody claim on all invoices. The demand for certified forest products has grown significantly in recent years. OFS' and Carolina goal to act as a responsible steward of the environment encouraged us to pursue our FSC Chain of Custody [COC] certification which would provide our customers (Dealer, A&D Community and End-users) the added reassurance they've done their part to be earth friendly in their product purchase and enable them to substantiate the LEED [**Leadership in Energy and Environmental Design**] Materials & Resources Credits for certified wood, in which the intent is to encourage environmentally responsible forest management. FSC certification is optional on many, but not all, OFS' and Carolina product lines. Please contact OFS or Carolina Customer Service for information in regards to which of our product lines are available as FSC certified, and what the necessary procedures are for ordering FSC certified products from OFS and Carolina.



OFS' and Carolina company-owned transportation company, Styline Logistics, is **SmartWay**-certified. SmartWay is one of U.S Environmental Protection Agency's [**EPA**] clean air programs that uses voluntary, rather than regulatory methods, to achieve air quality benefits. SmartWay's focus is in the transportation sector, and encompasses products and services associated with fuel-consuming engines.



The "**Premium Indiana Forest Products**" brand tells everyone that there is an abundant, sustainable supply of the finest Indiana hardwoods to meet consumer demand. It also tells them that Indiana's forests are well-managed, legally-harvested and environmentally responsible. The logo is reflective of the wood itself. Indiana hardwoods display a depth that defies imagination.



The Euroluxe® finish is a chemically re-engineered Urethane clear coat that preserves the beautiful depth and clarity of OFS finishes, and allows for much greater performance with chemical and scratch resistance, all without dangerous formaldehyde emissions.

About Snowsound®

Office acoustics have a direct correlation to worker productivity; in fact, poor acoustics reduces worker productivity by up to 66%. In addition, recent workplace studies consistently cite noise as the most common annoyance for workers. After years of increasing density to conserve real estate costs, businesses today need to drive better top line results—and installing acoustic solutions is the best way to drive better productivity and profit.

In today's agile work environment, balancing workers' ability to collaborate as well as efficiently concentrate on focused work is key. Visual and acoustic privacy makes focus possible. They decrease distractions and boost productivity, meaning workers solve complex problems or brainstorm brave new futures more efficiently. Superior acoustics assumes a central role as well. Freed from excess reverberation and noise, people are less anxious, less distracted, and able to perform at their best.

As we prepare to return to the office, health and safety will be top of mind. Our acoustic solutions give you the protection, privacy, and productivity you need in a world adapting to the "new normal."

By reducing reverberation, several benefits can be observed in the office*:

- 48% increase in employee focus
- 51% drop in employee distraction
- 10% fewer errors made
- 27% reduction in stress level

Sound can have a profound impact on our lives, no matter where we are. Yet, it can go overlooked in an office environment when people often have more pressing matters on their mind. By creating a workplace environment with good acoustics, you can develop an office that is not only more productive, but one that workers will enjoy working in. Better acoustics is an investment that will pay dividends. Imagine the possibilities with Snowsound, the industry's leading acoustic solutions.

*Source: Sykes, David M., PhD., "Productivity: How Acoustics Affect Workers' Performance in Open Areas"

SNOWSOUND®
Acoustic Technology & Design

Inspired by nature, Snowsound delivers innovative technology that mimics the properties of freshly fallen snow to absorb excess noise and achieve optimal acoustic clarity in today's active spaces.

Snowsound offers a range of patented, proprietary acoustic solutions. Our sound absorbing panels and textiles share one important, common characteristic—superior acoustic performance. All Snowsound Technology Panels provide a perfect Noise Reduction Coefficient (NRC) of 1.0. Our Snowsound Fiber Textiles can reach an NRC of 1.0 as well, depending on how they are installed. Give yourself the peace of mind that comes with knowing you have purchased the highest quality acoustic solutions.



FAST TURNAROUND

All products are in inventory and ready to ship upon order. Better acoustics are only days away.



WARRANTY

Lifetime warranty against manufacturer's defects.



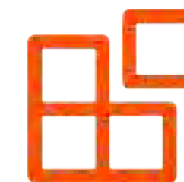
CLEANING

Snowsound panels can be vacuumed (lightly) with a clean upholstery brush or wiped down with a cloth when stained. A stain remover applied locally is also adequate.



EASY INSTALLATION

All products include hardware needed to assemble the product for installation.



MODULAR

Streamlined shapes can be configured in many ways, a free-standing, ceiling suspended, or wall and ceiling mounted to create beautiful customized spaces.



SUSTAINABILITY

Panels are made entirely of polyester, 100% recyclable and GREENGUARD Gold Certified to meet sustainability and environmental health standards.





652 N Highland
Aurora, IL 60506
Phone 630-301-7600
Fax 630-896-7945
www.amtab.com

WARRANTY – AmTab warrants products purchased hereunder to be free of defects in materials and workmanship for a period of fifteen (15) years from the date of shipment, and a lifetime warranty on all welded joints and Dyna-Rock Edge™ Protection. This warranty shall not apply in the event that products are damaged as a result of misuse, abuse, neglect, accident, improper application, modification or repair by persons not authorized by AmTab, where products are damaged during shipment, or where the date stamps on the product or products have been defaced, modified, or removed.

UNLESS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW:

- A. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.
- B. PURCHASER'S REMEDY, IF ANY, FOR ANY DEFECTIVE PRODUCTS SHALL BE LIMITED TO A REFUND, REPLACEMENT, OR ADJUSTMENT BY AMTAB OF THE PRODUCTS AT AMTAB'S OPTION, AND SHALL IN NO EVENT INCLUDE DAMAGES OF ANY KIND, WHETHER INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE.