

***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

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# 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**

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# PROPOSAL FORM 1: TECHNICAL PROPOSAL

## 1. OVERVIEW & QUALIFICATIONS

### 1.1. Company Information

|  |  |                                 |  |
|--|--|---------------------------------|--|
| 1.1.1. Company Name:   | Southwest Solutions Group  |                                 |  |
| 1.1.2. Corporate Street Address:   | 2535 E. State Highway 121, Suite #110, Lewisville, TX, 75056   |                                 |  |
| 1.1.3. Website:  | www.southwestsolutions.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.   | 1969 Southwest Solutions Group was formed (SSG); Operating under the Southwest Solutions Group name since 1997, or 26 years. Southwest Spacesaver Systems was the name of the company prior to 1997. |                                 |  |
| 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:  | Mark Current                    |  |
|  | Title:   | VP of Sales                     |  |
|  | Phone:   | 214-882-7114                    |  |
|  | E-Mail Address:  | mcurrent@southwestsolutions.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:  | Mark Current                    |  |
|  | Title:   | VP of Sales                     |  |
|  | Phone:   | 214-882-7114                    |  |
|  | E-Mail Address:  | mcurrent@southwestsolutions.com |  |




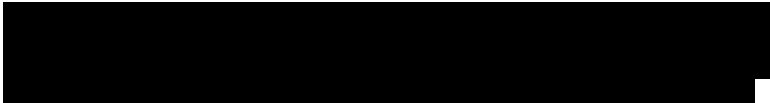
### 1.2. Financial Strength & Legal Considerations

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.

**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



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| will be redacted from any future use of the RFP response.   |   |
| <b>1.2.2. Bankruptcy &amp; Insolvency.</b> 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.  | None  |
| <b>1.2.3. Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.  |   |
| <b>1.3. Industry Qualifications</b>   |   |
| <b>1.3.1. Company Identification.</b> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?   | <i>We are best described as a distributor. We also are a manufacturer in terms of many of our technical solutions – i.e. document scanning, electronic medical record conversions and applications.</i>   |
| <b>1.3.2. Manufacturer Authorization.</b> 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>We hereby certify that we are authorized to sell these products at the prices disclosed in this proposal. We can provide specific authorization letters for any of our manufacturers we have listed upon request.</i>  |
| <b>1.3.3. Authorized Distributors, Agents, Dealers, or Resellers.</b> 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.<br><br><b>NOTE:</b> Respondents intending to authorize distributors, agents, dealers, or resellers must complete <b><u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></b> | <i>All products except for those manufactured by KardexRemstar will be single point – Southwest Solutions Group. KardexRemstar assigns geographic coverage (available upon request) and opportunity's arising from this contract will be streamlined to the correct dealer/distributor as assigned by KardexRemstar Regional Sales Manager per their contract with Southwest Solutions Group. In many cases the other dealer will elect to work with SSG through a teaming agreement and In that case, Southwest Solutions Group will be the single point of contact.</i> |
| <b>1.3.4. Network Relationship.</b> 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?  | None – not applicable   |
| <b>1.3.5. Industry Experience.</b> How long has your company provided the products and  |   |

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| <p>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?</p>   |   |
| <p><b>1.3.6. Geographic Reach.</b> 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.</p>  | <p><i>We currently cover the United States including Alaska, Puerto Rico, Hawaii. We have conducted million dollars plus transactions internationally as well. If awarded a contract, we can service any account in the United States. <a href="#">Interactive Search Ballons Indicating Physcial Presence Sales Staff Coverage</a></i></p>  |
| <p><b>1.3.7. Certifications and Licenses.</b> 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?</p> <p><b>NOTE:</b> Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses</u>.</p> | <p><i>We are now using a program called My Comply to track individual licenses (first aid, CPR, OSHA10, Lock out Tag out which can be provided upon request. We will be happy to provide a comprehensive list of certifications of our 120 employees of which 35 are service or installers. <a href="#">My Comply - What SSG is now using to provide Compliance with applicable job requirements</a></i></p> |
| <p><b>1.4. Public Sector Experience</b></p>  |  |
| <p><b>1.4.1. Public Sector Cooperative Contracts.</b> 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.</p> <p><b>NOTE:</b> Please exclude information and data associated with Federal or GSA contracts.</p>  |    |
| <p><b>1.4.2. Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools &amp; school districts and high education)?</p>   |    |
| <p><b>1.4.3. Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue</p>   |    |

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| <p>generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>  |   |
| <p><b>1.4.4. Customer References.</b> 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:</p> <ol style="list-style-type: none"> <li>Customer contact person and their title, telephone number, and email address;</li> <li>A brief description of the products and services provided by your company;</li> <li>Customer relationship starting and ending dates; and,</li> <li>Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ol> | <p><i><b>We have provided this information in the submittals – including live photos and a video message. The projects we sold are: 1. Southmoore High School, Moore OK, #2 University of Texas at Arlington, Fort Worth TX, #3 Seattle Housing Authority, Seattle, WA, #4 Ennis Police Department, Ennis, TX, #5 Texas Christian University, 3500 Bellaire Drive, Fort Worth, TX 76129</b></i></p>   |
| <h2>2. <u>Products &amp; Services</u></h2>   |   |
| <h3>2.1. Products &amp; Services</h3>  |   |
| <p><b>2.1.1. Product &amp; Services Description(s).</b> 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 &amp; 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. <b>(Note – All of our products are quoted as either drop ship or turnkey)</b></p>   | <ul style="list-style-type: none"> <li><i><b><u>Hamilton Caseworks</u> – Offering Lockers in a variety of sizes and can be easily customized. Lockers are unique in the variety of materials (laminates, solid surfaces, HDPE, and Phenolic); Parcel Exchange Lockers – creating an efficient contactless way to connect people with materials. Mail centers and exchange of goods lockers (<a href="#">Hamilton Caseworks Link To Education Solutions</a>)</b></i></li> <li><i><b><u>KardexRemstar</u> - Dynamic Storage and Retrieval. We offer a broad range of Kardex products to help you easily, safely and efficiently handle and store the goods vital to your organization. From simple systems designed as an ideal entry into the world of dynamic storage and retrieval to large scale, customizable systems with multiple levels, we offer the products and solutions you need to save space, time and money. Watch video link and review product with manufactures website. <a href="#">KardexRemstar - Public Administration and Government - Automated Storage Solutions</a></b></i></li> </ul> |

**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.

- ***Liat Furniture** - LIAT has been a serious presence in the industry since 2009, and from the beginning we've maintained our drive to improve. A new product line for us relatively speaking – we believe there are many applications where this product is the perfect fit – and one of the best warranty's in the business. (20 year warranty) [Liat Furniture - passionate about what they do -](#)*
- ***Rousseau** – Well known in the industrial market – Rousseau is being utilized in the education and government markets - due to the high quality product and specialized solutions it's unique products bring to market. [Rousseau Industrial Shelving Systems](#)*
- ***Wisconsin Bench Manufacturing** - When it comes to casework, tables, desks and tops... We Can. WB Manufacturing can design, build and deliver standard cabinets and lockers, modular casework, mobile furniture and custom solutions for any environment, any market, anywhere, anytime. From fixed solutions for non-active environments, to custom modular and mobile units for active and semi-active installations, our in-house Design Team is ready to assist you. By the room, floor or building and whether you're renovating an existing space or designing and constructing a new space. [Wisconsin Bench - casework, tables, desks and tops](#)*
- ***Eagle Group Manufacturing** (all companies except for food service)Offering a wide variety of stainless steel products – it's unique product offering solves many issues in the stainless steel market in education and govt. See web site link and video [Eagle MHC Division](#)*
- ***WireCrafters** provides creative solutions for our customer's safety, security, and storage needs. Mesh fencing welded directly to the frame – 48 hour shipping – with countless of applications in Education and Govt. [Wirecrafters - The Nations Largest Manufacture Of Wire Partitions](#)*
- ***Pentagon Security Shutters** is a leading rolling security shutter and retractable screen systems manufacture with a North American Wide Dealer Network. We integrate the security aspect [Pentagon Shutters](#)*
- ***Smiota** – innovative cloud based software work together to maximize contactless smart locker platforms [Smiota - contactless smart locker platform](#)*

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|   | <ul style="list-style-type: none"> <li>• <u><a href="#">Legacy Lockers</a></u> – Locker manufacturer in Dallas Texas experienced in all aspects of locker production nationally. <u><a href="#">Legacy Lockers</a></u></li> <li>• <u><a href="#">STOREMORESTORE</a></u> - Multiple Education Solutions priced – and ready to be expedited. Kitted pricing – from various manufacturers. Equalis members will receive a 1% discount if using this site at check out – primarily for expedited products and services. <u><a href="#">StoreMoreStore Link</a></u></li> </ul>  |
| <b>2.1.2. Value-Add or Additional Offering.</b> Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.  | <i>At Southwest Solutions Group, we have a dedicated internal team that specializes in custom systems and coordination. Our team ensures that every order is efficiently tracked, allowing for easy monitoring and updates. Additionally, our planning team is committed to providing timely solutions and designs for our 35 outside sales representatives and our inside sales team, with an impressive 72-hour turnaround time. Furthermore, our integration and project management capabilities add another layer of value to our services, enabling us to assist members in optimizing their space, security and equipment effectively.</i>                           |
| <b>2.1.3. Open Market Products.</b> 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.   | <i>At Southwest Solutions Group, we generally encounter very few issues with Open Market Products. However, it is standard practice for our Sales Operation Manager to review quotes when Open Market Items make up more than 20% of the project cost. When it comes to sourcing these items, we rely on the market and the supply chain, which can sometimes result in varying lead times. Nevertheless, we closely monitor the process to ensure compliance with our stated guidelines.</i>  |
| <b>2.1.4. Warranty.</b> 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><b>Attachment B – Cost Proposal.</b></u> | <i>Our products at Southwest Solutions Group are backed by both the manufacturer's warranty and SSG's labor. This means you can have peace of mind knowing that your investment is protected. Once the warranty period has expired, we offer additional service contracts to ensure continued support for your products. Rest assured, we have noted all the rates for these service hourly rates on the cost proposal as instructed. We understand that transparency is important, so we make sure to disclose warranty amounts as a separate item during the initial product sale. This allows the customer to make an informed decision based on their preferences.</i> |
| <b>3. <u>Business Operations</u></b>  |  |
| <b>3.1. Logistics</b>   |  |
| <b>3.1.1. Store &amp; Showroom Locations; Distribution &amp; Shipping Capabilities.</b> Describe how supplier proposes to distribute the products & services in Respondent’s defined geographic reach.  | <i>Southwest Solutions Group (SSG) distributes products and services effectively in the United States by employing a well-structured distribution network. SSG utilizes a combination of logistics, transportation, and strategic partnerships to efficiently deliver our products and services to customers.</i>  |

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| <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><b><i>To distribute their products, SSG has established regional offices strategically located within the defined geographic reach of our field sales team. Those customers outside this area are supported by an inside sales team. These office /warehouses serve as distribution hubs from which the products are dispatched to fulfill customer orders promptly. By strategically placing our receiving warehouses, SSG can ensure quick and efficient delivery to customers in different locations.</i></b></p> <p><b><i>Additionally, SSG collaborates with trusted shipping and logistics partners to enhance their distribution capabilities. By leveraging the expertise of these partners, SSG can optimize shipping routes and transportation methods, ensuring reliable and timely delivery of products to customers.</i></b></p> <p><b><i>Furthermore, SSG incorporates advanced inventory management systems and technology to streamline their distribution processes. These systems enable tracking of inventory levels, improving order accuracy and reducing delays in product availability.</i></b></p> <p><b><i>In summary, SSG distributes their products and services by utilizing regional warehouses, partnering with reliable shipping and logistics companies, and employing robust inventory management systems. This approach enables them to effectively meet the demands of customers within the defined geographic reach.</i></b></p> |
| <b>3.2. Customer Service</b>   |   |
| <p><b>3.2.1. Customer Service Department.</b> Describe your company's customer service department &amp; 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><b><i>At Southwest Solutions Group, we take pride in our customer service. We currently have 12 agents who provide our customers with exceptional service. They work closely with you throughout every step of the delivery and installation process. Our agents are in physical offices in Texas and Colorado. They operate during normal business hours. To ensure a successful and timely installation, we have a robust Project Management process in place. We also utilize customized software that tracks every detail of your project. This way, we can stay on top of things and ensure that everything goes smoothly. In order to facilitate quick and efficient service, we have parts stored in all of our physical branch offices. Our main headquarters is in Dallas, Texas. Additionally, we have branch offices in Seattle, Spokane, Denver, Kansas City, Oklahoma City, San Antonio, Houston, and Austin. This comprehensive network allows us to respond promptly to your needs and deliver the necessary parts without delay. We are committed to providing you with the best possible customer service experience. These are full time FTE SSG employees.</i></b></p>  |

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| <b>3.3. Customer Set Up; Order &amp; Invoice Processing; Payment</b>   |  |
| <b>3.3.1. Proposal Development, Order, and Invoice Process.</b> Describe your company's proposal development, order, and invoice process.        | <p><i>Our company's proposal development, order, and invoice process involves several steps. Once a sales representative has qualified an opportunity, they collect all the necessary information, including a physical survey. This information is then submitted electronically to our Planning Department, where our team draws and prices the project according to the requested specifications.</i></p> <p><i>Once the proposal is ready, the sales representative presents it to the customer. In some cases, we collaborate with an architect who has been hired by the customer. In these situations, we work with AutoCAD files to plan the project, exchanging them electronically as needed.</i></p> <p><i>After the proposal is accepted and the order is placed, the shipment is scheduled for installation by the Project Manager, who handles customer service. Once the system is installed and the customer has signed off on the project, the invoice is triggered.</i></p> <p><i>The customer's sign-off is uploaded from their iPad and transmitted back to our ERP system, which then generates the invoice. This process ensures that all necessary documentation is in place and that billing is accurate and timely.</i></p> |
| <b>3.3.2. Financing.</b> Does your company offer any financing options or programs? If yes, describe the financing options available to Members. | <b>No</b>  |
| <b>3.4. Sustainability, Reclamation, and Recycling Initiatives</b>   |  |
| <b>3.4.1. Sustainable Company Initiatives.</b> Describe the ways in which your company is addressing the issue of sustainability.                | <p><i>At Southwest Solutions Group, all of our solutions are proudly certified by Greenguard for their commitment to sustainability. Our solutions not only support LEED Accredited projects, but they also effectively reduce the environmental impact of building development while achieving optimal storage goals within a smaller footprint. By opting for smaller buildings, which consume less energy, our team actively contributes to making buildings more efficient and sustainable</i></p>   |
| <b>4. <u>PRICING</u></b>   |  |
| <b>4.1. Cost Proposal</b>  |  |

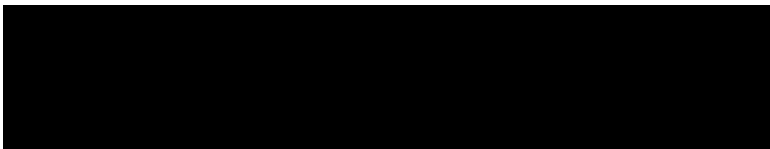
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| <p><b>4.1.1. Pricing Model.</b> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p>    | <p><i>Our pricing model is based on a set percentage off of the list price for drop ship orders. On our StoreMoreStore online catalog, there is a 1% discount applied at check out, and no other discounts are available. For the rest of our offerings, we offer a set percentage off the list price. However, installation and freight charges are added back in, with a maximum limit of 40% of the list price for straight-time projects.</i></p> <p><i>In cases where manufacturers do not have a list price, we quote prices on a project-by-project basis. To calculate the list price, we multiply the net cost by 120%. From the list price, the discount is applied, and the maximum installation cost will not exceed 40% of the project price. Typically, the other costs such as installation and delivery will not exceed this percentage of the list price. Each of our projects contains a quote from the manufacturer, making the entire process auditable. Our Project Planners, who handle pricing for all solutions, are trained in using this methodology when preparing the final proposal.</i></p>   |
| <p><b>4.1.2. Auditable.</b> 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><i>If the manufacturer has a list price for the product, it simplifies our pricing process. We will provide the current list price as per the contract requirements, which allows for verification of the discount. To account for the unique characteristics of each facility, we rely on the field sales representative to include information that may vary from job to job, such as the number of floors, whether there is a need for stair carry or elevator, and the availability of a shipping and receiving dock. Typically, the total of these additional charges does not exceed 40% of the manufacturer's list price.</i></p> <p><i>To ensure accuracy, we can contact the manufacturer and verify the most recent price list during normal business hours. By performing some simple math calculations, we can determine that our services remain below the 40% threshold of the list price. It's important to note that overtime projects will be handled separately.</i></p> <p><i>In cases where a manufacturer does not provide a list price, we have explained earlier how we calculate the List Price using our established methodology. This pricing approach aligns with industry standards and has proven to be reliable.</i></p> |

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| <p><b>4.1.3. Cost Proposal Value.</b> 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 checked="" 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 type="checkbox"/> not applicable. Please explain below.</p> <p><a href="#">Click or tap here to enter text.</a></p> |
| <p><b>4.1.4. Additional Savings.</b> Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>   | <p><b><i>Some of the manufacturers we work with offer volume pricing discounts. These discounts will be clearly identified and specified in the price list submittals that we provide.</i></b></p>  |
| <p><b>4.1.5. Cost of Shipping.</b> 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.</p>   | <p><b><i>No - shipping is calculated at the time of order due to the variance from day to day in the cost of shipping. Once the shipping cost is calculated – it will be included in the quote as a line item. Our company will contact various shippers with cargo information to land the best rate possible for shipping charges.</i></b></p>  |
| <p><b>4.1.6. Pricing Open Market or Sourced Goods.</b> 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.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b><u>Part One, Section 5.4 – Other Pricing Scenarios.</u></b></p>   | <p><b><i>When incorporating open-market products into our solutions, we usually apply the same discount as our other products if there is a list available. However, if there is no list price available for the open market product, we will determine the price upon request.</i></b></p>   |
| <p><b>4.1.7. Total Cost of Acquisition.</b> Identify any components included in the total cost of acquisition that are <b><i>NOT</i></b> 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.</p> | <p><b><i>The Total Cost of Acquisition includes various components such as installation charges, delivery and handling charges, site survey and preparation charges, design services, inside delivery charges (if requested), installation by factory certified technicians during normal business hours, and clean up of the area after installation. It's important to consider these additional expenses alongside the base cost of the product itself to have a comprehensive understanding of the total investment required. .These are identified in the quote and depend on the scope from project to project.</i></b></p>   |

## 5. GO-TO-MARKET STRATEGY

| 5.1. Respondent Organizational Structure & Staffing of Relationship  |   |
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| <p><b>5.1.1. Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> <li>1. Executive Contact</li> <li>2. Contract Manager</li> <li>3. Sales Leader</li> <li>4. Reporting Contact</li> <li>5. Marketing Contact.</li> </ol> <p>***Indicate who the primary contact will be if it is not the Sales Leader.</p>  | <p>Executive Contact; Ray Streight, CEO, <a href="mailto:rstreight@southwestsolutions.com">rstreight@southwestsolutions.com</a><br/> Contract Manager; Heidi Clark <a href="mailto:hclark@southwestsolutions.com">hclark@southwestsolutions.com</a><br/> Sales Leader – Mark Current <a href="mailto:mcurrent@southwestsolutions.com">mcurrent@southwestsolutions.com</a><br/> Reporting Contact – Calvin Miller <a href="mailto:cmiller@southwestsolutions.com">cmiller@southwestsolutions.com</a><br/> Marketing Contact – Courney Lippert <a href="mailto:clippert@southwestsolutions.com">clippert@southwestsolutions.com</a></p>   |
| <p><b>5.1.2. Sales Organization.</b> 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><i>At Southwest Solutions Group, our sales operations are organized into three divisions: Industrial, Commercial, and Military/DoD. These divisions serve a variety of vertical markets across the United States. Our sales team consists of approximately 35 outside sales representatives and 4 inside sales representatives.</i></p> <p><i>Our vertical markets are categorized as follows: Government, Business, Military, Grow, Education/Library, Healthcare, Industrial, Museum, and Public Safety. Each of these markets represents a unique sector where our solutions are tailored to meet specific needs and requirements. With our extensive geographic coverage and diverse range of vertical markets, we are well-equipped to serve a wide range of clients with our comprehensive portfolio of products and services.</i></p> |
| 5.2. Contract Implementation Strategy & Expectations   |   |
| <p><b>5.2.1. Contract Expectation.</b> What are your company's expectations in the event of a contract award?</p>  | <p><i>Our first year projections would be between \$1million to \$2 million in sales with increases by 10-15% each year thereafter.</i></p>   |
| <p><b>5.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> 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</p> | <p><i>At Southwest Solutions Group, we take pride in being an employee-owned company through an ESOP (Employee Stock Ownership Plan). With a bold vision in mind, we have set an ambitious target of reaching \$100 million in sales and achieving an EBITA of 10% by the end of 2025.</i></p> <p><i>We are pleased to report that our projections indicate we are on track to meet our goals for 2023, which is a testament to the hard work and dedication of our team.</i></p> <p><i>To further expand our business reach, we hope to partner with Equalis. This strategic partnership enables us to venture into</i></p>  |

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| <p>market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.</p> | <p><b><i>areas where we may not have been able to due to restrictive purchasing cooperatives. This contract opens up exciting opportunities for growth and allows us to better serve a wider range of customers.</i></b></p> <p><b><i>In our commitment to staying connected with industry trends and fostering meaningful relationships, we actively participate in over 100 market-specific trade shows annually. Additionally, we conduct more than 200 architectural lunch and learn sessions. These events provide us with valuable opportunities to showcase our expertise and engage with architects, designers, and industry professionals.</i></b></p> <p><b><i>As part of our dedication to innovation and customer satisfaction, we have developed FETCH, an architectural plug-in that aids architects in designing storage and furniture projects. FETCH simplifies the design process, enabling architects to create functional and visually appealing spaces efficiently.</i></b></p> <p><b><i>To make the Equalis Contract easily accessible to our customers and stakeholders, we will promptly list it on our website. This ensures transparency and allows interested parties to learn more about our expanded capabilities and the benefits the contract brings.</i></b></p> <p><b><i>We are excited about the future and remain committed to delivering exceptional products, services, and experiences to our valued clients as we work towards achieving our ambitious growth objectives.</i></b></p> |
| <p><b>5.2.3. Sales Objectives.</b> What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>         | <p><b><i>Year #1; 1 Million Dollars; Year 2, 1.5 Million Dollars, Year #3 – 3 million dollars, Year 4 – 5 million dollars, Year 5 – 6 million dollars</i></b></p>  |
| <p><b>6. <u>ADMIN FEE &amp; REPORTING</u></b></p>  |  |
| <p><b>6.1. Administration Fee &amp; Reporting</b></p>  |  |

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| <p><b>6.1.1. Administrative Fee.</b> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>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.</p> <p><b>Please provide your organization's proposed Administrative Fee percentage or structure.</b></p> <p><b>NOTE:</b> The proposed Administrative Fee language for this contract is based on the terms disclosed in the <b><u>Attachment A – Model Administration Agreement</u></b>.</p> |   |
| <p><b>6.1.2. Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> 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.</p>  | <p><i>At Southwest Solutions Group, we have the capability to provide automated reporting, but we usually prefer to run quarterly reports whenever possible. This reporting cadence aligns well with our business operations, particularly considering that the shipping time for some of our equipment from the manufacturer can take up to 90 days.</i></p> <p><i>By having a 90-day reporting timeframe, we can effectively capture and analyze our sales data in a comprehensive manner. This allows us to factor in the shipping time and have a more accurate reflection of our sales performance.</i></p> <p><i>While automated reporting is available to us, the quarterly reporting cycle supports our business processes and provides us with a suitable timeframe to gather data on equipment shipments and sales. This approach enables us to make informed decisions and track our progress effectively.</i></p> |
| <p><b>6.1.3. Self-Audit.</b> 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</p>   | <p><i>At Southwest Solutions Group, we place great importance on ensuring the accuracy and integrity of our contracts procured under the Equalis partnership. Sales Operations will be responsible for meticulously reviewing all contracts to verify that the proper list price is correctly applied, as per the previously described calculation methodology.</i></p>   |

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| <p>all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p> | <p><b><i>We take pride in having a Sales Operations team that possesses a deep understanding of pricing dynamics within our industry. Our experienced Director, who is a veteran in our field, leads this team. Their expertise and industry knowledge enable us to establish fair and competitive pricing structures.</i></b></p> <p><b><i>To ensure consistent and accurate pricing across all projects, our Planners will receive comprehensive training. This training program will equip them with the necessary skills and knowledge to apply correct pricing methodologies in every instance.</i></b></p> <p><b><i>Additionally, we conduct regular random audits to monitor and validate the accuracy of our pricing work. These audits are part of our commitment to maintaining transparency, quality, and fairness in our operations. By adhering to the terms and conditions set by Equalis.</i></b></p> |
|---|--|

## 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**.

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## 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.

We have uploaded a listing

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## 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. ***Nothing 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. ***Nothing 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: Click or tap here to enter text.

## 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, Mark Current, hereby certify and affirm that Southwest Solutions Group, 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, Mark Current, hereby certify and affirm that Southwest Solutions Group, 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, ☐ Mark Current ☐ , hereby certify and affirm that ☐ Southwest Solutions Group ☐ , 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, ☐ Mark Current ☐ , hereby certify and affirm that ☐ Southwest Solutions Group ☐ 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, ☐ Mark Current ☐ , hereby affirm that this proposal accurately represents the capabilities and qualifications of ☐ Southwest Solutions Group ☐ , 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: | <u>Mark Current</u>   |
| Printed Name:         | <u>Mark Current</u>   |
| Company Name:         | <u>Southwest Solutions Group</u>  |
| Mailing Address:      | <u>2535 E. State Hwy 121, Suite 110-B,</u><br><u>Lewisville, TX 75056</u> |
| Email Address:        | <u>mcurrent@southwestsolutions.com</u>                                    |
| Job Title:            | <u>Vice President - Sales</u>   |

## 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>Mark Current</u>   |
| Mailing Address:    | <u>2535 E. State Highway 121, Suite 110-B,</u><br><u>Lewisville, TX 75056</u> |
| Signature           | <u>Mark Current</u>   |
| Title of Signatory: | <u>Vice President - Sales</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: Mark Current  
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: Mark Current  
Date: 11-17-23

## 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? MJC

(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? Yes  
(MC)

### **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? Yes  
(MC)

### **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? Yes  
(MC)

### **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](http://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? Yes  
(MJC)

## **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? Yes  
(MC)

## **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? Yes  
(MC)

## **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? Yes  
(MC)

## **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 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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? Yes  
(MC)

### **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? Yes  
(MC)

### **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? Yes  
(MC)

### **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? Yes  
(MC)

#### **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? Yes  
(MC)

#### **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? Yes  
(MC)

#### **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? Yes  
(MC)

**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? Yes  
(MC)

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: Mark Current

Printed Name: Mark Current

Company Name: Southwest Solutions Group

Mailing Address: 2535 E. State Highway 121, Suite 110-B, Lewisville, TX 75056

Job Title: Vice President - Sales

## 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 checked="checked" type="checkbox"/> Yes |
|  | <input 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? Yes  
(MC)

#### 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? Yes  
(MC)

### **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? Yes  
(MC)

### **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? Yes  
(MC)

### **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? Yes  
(MC)

### **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? Yes  
(MC)

### **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? Yes  
(MC)

## 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? Yes  
(MC)

## 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? Yes  
(MC)

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:

Mark Current

Printed Name: Mark Current

Company Name: Southwest Solutions Group

Mailing Address: 2535 E State Highway 121, Suite 110-B, Lewisville, TX 75056

Job Title: Vice President of Sales

## 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 checked="" type="checkbox"/> | Yes |
|  | <input 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? Yes  
(MC)

Date: 11-17-23

## 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 checked="checked" type="checkbox"/> Yes |
|   | <input 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 |
|------|---------|----------|
|------|---------|----------|

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

Signature: NOT APPLICABLE – SSG IS AN ESOP

Date: 11-17-23

**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 it 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).

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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](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](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.**

<sup>1</sup> 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 |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
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|                  |                |      |               |
|                  |                |      |               |

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

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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        |
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| 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      |

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**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](http://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:<br>Home Address | Home Address:<br>Home Address |
| Name: Stockholder Name        | Name: Stockholder Name        |

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

## 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         | Southwest Solutions Group              |
| Address              | 2535 E. State Highway 121, Suite 110-B |
| City/State/Zip       | Lewisville, TX 75056                   |
| Phone Number         | 972-214-8114                           |
| Email Address        | mcurrent@southwestsolutions.com        |
| Printed Name         | Mark Current                           |
| Job Title            | Vice President of Sales                |
| Authorized Signature | Mark Current                           |

### 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: |                               |

#### **Section 1.4.4 Customer References**

##### **Customer #1**

**Contact Person**

**Title**

**Telephone Number**

**Email Address**

**Brief description of the products  
and services provided by your  
company**

**Customer relationship starting and  
ending dates**

**Notes or other pertinent information  
relating to the customer and/or the  
products and services we provided**

##### **Customer #2**

**Contact Person**

**Title**

**Telephone Number**

**Email Address**

**Brief description of the products  
and services provided by your  
company**

**Customer relationship starting and  
ending dates**

**Notes or other pertinent information  
relating to the customer and/or the  
products and services we provided**

##### **Customer #3**

**Contact Person**

**Title**

**Telephone Number**

**Email Address**

**Brief description of the products  
and services provided by your  
company**

**Customer relationship starting and  
ending dates**

**Notes or other pertinent information  
relating to the customer and/or the  
products and services we provided**

#### **Customer #4**

**Contact Person**

**Title**

**Telephone Number**

**Email Address**

**Brief description of the products  
and services provided by your  
company**

**Customer relationship starting and  
ending dates**

**Notes or other pertinent information  
relating to the customer and/or the  
products and services we provided**

#### **Customer #5**

**Contact Person**

**Title**

**Telephone Number**

**Email Address**

**Brief description of the products  
and services provided by your  
company**

**Customer relationship starting and  
ending dates**

**Notes or other pertinent information  
relating to the customer and/or the  
products and services we provided**

**Southmore High School, 2901 S. Santa Fe, Moore, OK 73160**

**Mike Abl, Architect, Abl Griffin Partnership- Moore**

**Architect**

**405-735-3477**

**mabla@theagp.net**

**10/11/2021 -amh- REM -Thank you for reaching out to us. Yes – we could use some help/guidance.**

**Primarily, we have new testing centers in three high schools in Moore, Oklahoma. The students need a place to store their backpacks/chromebooks, etc. while they are in the testing room. We were thinking about the laminate Day Use system with keyed or non-keyed doors, 18"x18", two rows of ten units (20 total lockers), and they will set on a base cabinet. I think we're pretty set on everything except, we could use your advise on keyed or non-keyed doors and we could use a spec (I can't remember if they or available online or not). Word format would be fine or a pdf that I can use as a guide. PRODUCTS - HAMILTON CASWORKS MODULAR MILLWORK**

**Start 10/11/21 and project closed out on 9/30/23**

[Southmoor High School - Video Reference Of Project](#)

**University of Texas at Arlington, 7300 Jack Newell Blvd 5, Fort Worth, TX 76118**

**Clayton Webb**

**Maintenance Department**

**817-888-2597**

**clayton.webb@uta.edu**

**KardexRemstar Rotating Storage System - front for total depth of 48.24" x 106.3" tall.**

**Provides 12 rotating carriers with intermediate shelf included per level to provide 24 total rotating levels in the 12 carriers. Includes standing height work shelf, safety light curtain, Emergency stop on left and right side, expanded error indicator, imbalance**

**detection module, light, and has a weight rating of 330 lbs. per rotating carrier.**

**Includes product, freight, delivery, and installation by factory trained and certified technicians. Installation to be performed during**

**normal business hours. Includes 2-year parts and labor warranty with preventative maintenance every 6 months on site by local**

**DFW based technicians.**

**We have units in the showroom in Lewisville if you want to see a unit in person.**

**2-7-23 through 10-31-23**

**We have a ground level loading dock/area clear path to install ; Plenty of area to stage crates; Only need contractor badges which will be provided; Yes they have power in place. We have a forklift, max capacity 2800lbs on 24in center; Yes we have a full size dumpster and recycling dumpster; Vertical Carousel Serial # 23003930-001**

[University of Texas At Arlington - Video Reference Of Project](#)

**Seattle Housing Authority, 101 8th Avenue, Seattle, WA 98104**

**Stacey Gordon**

**Project Manager**  
**206-565-8693**  
**staceyg@marpac.net**

**PNW Installs - Prevailing Wage Rates/Certified Payroll. Take delivery of materials at Mountain Moving Warehouse. Install Wire Cage with Door at customer location (in garage).**

**6-22-21 through 9-26-23**

**Ennis Police Department, 1700 W Lake Bardwell Drive, Ennis, TX, 75119**  
**David Anthony**  
**Assistant Chief Of Police**  
**972-875-4455**  
**danthony@ennistx.gov**

**Personal Duty Workbenches and Lockers**

**9-8-2020 - 9-13-2020**

[Video Reference Of Project](#)

**Texas Christian University, 3500 Bellaire Drive, Fort Worth, TX 76129**  
**Brian Coutras**  
**Associate Athletic Director**  
**817-257-7009**  
**b.coutras@tcu.edu**

**Relocation of existing product sold - as well as some additiona of Hamilton Casegoods Inc. products**

**11-21-2019 through 9-30-2020**



























# WARRANTY INFORMATION

## EAGLE Shelving Warranty

EAGLE MHC® warrants that goods supplied hereunder manufactured by EAGLE MHC® will be free from defects in material and workmanship at the time they leave our factory. Upon factory inspection, we guarantee to replace any shelf that is defective for a period of up to one year from the date of original installation, not to exceed 18 months from date of shipment from EAGLE, provided that it has been properly installed and maintained. If a shelf proves to be defective, or not in conformity with the specification, customers are entitled only to replacement of such unit. Under no circumstances will we be liable for any claims for labor or subsequent damage.

To the original owner, Eagle Group warrants against rust formation over more than 5% of the shelving surface as stated below following original date of installation:

|                             | <b>WARRANTY</b>  | <b>DRY STORAGE</b> | <b>COOLER STORAGE</b> |
|-----------------------------|------------------|--------------------|-----------------------|
| EAGLEbrite®                 | 3-year warranty  | ✓                  | -                     |
| Chrome                      | 1-year warranty  | ✓                  | -                     |
| VALU-MASTER® and Valu-Gard® | 5-year warranty  | ✓                  | ✓                     |
| EAGLEgard® with MICROGARD®  | 15-year warranty | ✓                  | ✓                     |
| Stainless Steel             | 15-year warranty | ✓                  | ✓                     |
| LIFESTOR® *                 | ✓                | ✓                  | ✓                     |

\* 1-year manufacturer's warranty on all defective component parts.

\* Lifetime limited warranty against rust formation or corrosion on stainless steel posts and stainless steel rails (3-year warranty on zinc with clear epoxy).

EAGLE wire shelving must be cleaned with soft cloths and mild detergents. Using abrasive materials, scrapers or stiff brushes will void this warranty, as will physical damage, rupturing the coating or sustained exposure to corrosive substances and vapors. Warranty applies only when shelves have been continuously used within a temperature range from -20°F to +120°F, with intermittent exposure up to +200°F for VALU-MASTER® or EAGLEgard® epoxy finishes, and up to +175°F for chrome or EAGLEbrite® zinc finishes.

In the event of a warranty claim, an EAGLE GROUP representative will examine the installation and determine return or repair disposition. Repairs will be handled by the initial owner. Returns, including disassembly and subsequent reassembly, become the responsibility of the initial owner. Replacements will be shipped prepaid FOB the nearest distribution point.

There are no warranties which extend beyond these warranties. All other expressed or implied warranties, including those of merchantability or fitness for a particular purpose, which exceed the warranties stated above, are disclaimed by EAGLE MHC® and excluded from this agreement. No employee or agent of ours has any authority to make any representation or warranty which exceeds the warranties stated above.

**NO EAGLE EQUIPMENT MAY BE RETURNED EXCEPT UPON WRITTEN AUTHORIZATION FROM EAGLE MHC.**

**SEE PAGE 2 FOR TERMS & CONDITIONS.**

\* \* \*

## EAGLE Worktable, Sink, and Ventilation Hood Warranty

EAGLE MHC® warrants that goods supplied hereunder manufactured by EAGLE MHC® will be free from defects in material and workmanship at the time they leave our factory.

Within a period of one year from the date of original installation of the equipment, not to exceed 18 months from date of shipment from EAGLE, EAGLE MHC®, will replace, without charge, any defective parts or component material upon demonstration to its satisfaction that a breach of warranty did not exist. Under no circumstances will we be liable for any claims for labor or subsequent damage.

There are no warranties which extend beyond these warranties. All other expressed or implied warranties, including those of merchantability or fitness for a particular purpose, which exceed the warranties stated above, are disclaimed by EAGLE MHC® and excluded from this agreement. No employee or agent of ours has any authority to make any representation or warranty which exceeds the warranties stated above.

**NO EAGLE EQUIPMENT MAY BE RETURNED EXCEPT UPON WRITTEN AUTHORIZATION FROM EAGLE MHC.**

**SEE PAGE 2 FOR TERMS & CONDITIONS.**

\* \* \*

## EAGLE Surgical Case Carts

EAGLE MHC® warrants that goods supplied hereunder manufactured by EAGLE MHC® will be free from defects in material and workmanship at the time they leave our factory.

Within a period of three years from the date of shipment from EAGLE, EAGLE MHC® will replace, without charge, any defective parts or component material upon demonstration to its satisfaction that a breach of warranty did not exist. Under no circumstances will we be liable for any claims for labor or subsequent damage.

There are no warranties which extend beyond these warranties. All other expressed or implied warranties, including those of merchantability or fitness for a particular purpose, which exceed the warranties stated above, are disclaimed by EAGLE MHC® and excluded from this agreement. No employee or agent of ours has any authority to make any representation or warranty which exceeds the warranties stated above.

**NO EAGLE EQUIPMENT MAY BE RETURNED EXCEPT UPON WRITTEN AUTHORIZATION FROM EAGLE MHC.**

**SEE PAGE 2 FOR TERMS & CONDITIONS.**

**EAGLE Material Handling, Healthcare & Cleanroom Equipment (MHC®) is a division of EAGLE GROUP. (formerly known as Metal Masters)**



## **WB Manufacturing's Promise**

WB Manufacturing warrants that its products shall be free of substantial defects in original material and workmanship based on specifications from the date of delivery to the extent detailed herein. **WB Manufacturing promises to repair or replace any WB Manufacturing brand product or component that is defective in material or workmanship under normal use for as long as the End User owns it.**

This is the sole and exclusive remedy for WB Manufacturing products to be found defective. This warranty applies to WB Manufacturing products from the date of delivery to the End User and is non-transferable but is subject to limitations, exclusions or other provisions detailed below. End User implies the final purchasing entity acquiring the product from a WB Manufacturing Authorized Dealer for the purchaser's use and not for resale, remarketing or distribution.

## **WB Manufacturing Limited Lifetime Warranty Terms**

### **Limited Lifetime Warranty**

WB Manufacturing warrants that its laminate furniture, Collaborative Workstations, Media Center Cabinets, CaseworkUSA® Storage, REplay® Laminate Lockers & Cubbies, REplay® Storage Cabinets, Rhapsody® Music Storage, Sconnie Chairs, Elevate Stools, World Famous Lockers and its steel frame products, specifically our desks, tables, chairs and stools shall be free of substantial defects in original material and workmanship from the date of delivery. This warranty is subject to the limitations and exclusions indicated below.

Additionally, WB Manufacturing warrants that all laminate furniture products are to be compliant with Custom Grade or better, as defined in AWI Standards, Eighth Edition, Revision 2, unless contract documents indicate otherwise.

### **12 Year Warranty**

WB Manufacturing warrants that its laminate tops, butcher block tops, phenolic tops, epoxy tops, stainless steel tops, high wear and moveable parts (ie: casters, glides, etc.) shall be free of substantial defects in original material and workmanship for twelve (12) years from the date of delivery.

### **5 Year Warranty**

WB Manufacturing warrants that all pneumatic bases and bases with flip mechanisms are free of substantial defects in original materials and workmanship for five (5) years from the date of delivery.



Fomcore products are also warranted to be free of defects in material and workmanship under normal use of the product for five (5) years. Product must be properly cared for, maintained and in use by its original owner. Damage in transit or by negligence, abuse, abnormal usage, misuse, accidents or alterations nullifies the warranty.

### **1 Year Warranty**

WB Manufacturing warrants that all electrical components, dry erase markerboard surfaces and HangOut Stools are free of substantial defects in original materials and workmanship for one (1) year from the date of delivery.

### **Exclusions**

**This warranty does not apply and no other warranty applies to the following:**

- Defects caused by abuse, modification or alteration of the product.
- Any damage caused in transit by the carrier. WB Manufacturing will handle this with separate terms.
- Ordinary wear and tear (including but not limited to, scratching of laminate, phenolic, epoxy and butcher block tops, and ghosting on dry-erase markerboard) involving primary furniture surfaces, which are to be expected over the course of ownership.
- Products installed, used or maintained without following product specifications, assembly instructions or WB Manufacturing recommendations and warnings.
- Any intentional modifications or attachments to the product that were not designed or approved by WB Manufacturing.
- Product exposure to water, high or low humidity.

### **Warranty Limitations**

This warranty is provided only to the initial purchaser, is non-transferable and is valid strictly for as long as the product is owned by the original customer. To be protected under this warranty, all products must be stored in areas of controlled temperature and humidity, and periodic regular scheduled maintenance must be performed. Cleaning of the high pressure laminate should be done by warm water and a non-abrasive cleaner. Abrasive materials should not be used for cleaning.

This warranty does not cover improper assembly/installation, failure as a result of inadequate inspection and maintenance, accident, vandalism or freight damage. Any incidental or consequential



damages, including but not limited to business losses, personal property damage, and third party liabilities are hereby expressly excluded.

WB Manufacturing shall repair or replace, at its discretion, any portion of the product which proves to be defective under the terms of this warranty. Freight and installation costs are not included. WB Manufacturing may elect to substitute a reasonably comparable product, or a cash refund of the original purchase price (less reasonable depreciation) in the event the original warranted product is no longer manufactured at the time the warranty is exercised.

WB Manufacturing products are not recommended or warranted for outdoor use. Some natural color variations occurring in plastics, laminates, paints or other natural materials are inherent to their character and cannot be avoided. WB Manufacturing does not consider these as defects. In addition, color-fastness or matching of colors, grains or textures of such materials are not warranted. Materials used at the request of a user or provided by customer is not warranted.

There are no implied warranties of fitness or merchantability, and there are no other express warranties beyond the warranties expressed here.

## Warranty Statement –Vertical Lift Module

---

Kardex Remstar warrants all new VLMs to be free from defects caused by substandard material or inferior workmanship. This liability is limited to the obligation to repair, or at Kardex Remstar's discretion, replace without charge any part found to be defective under normal wear and tear within two (2) years from the commencement of this warranty. The warranty period begins upon completion of the installation, or within four (4) weeks of the originally scheduled delivery date of equipment, whichever date is first.

For an additional cost, Kardex Remstar offers an optional Extended Warranty on its VLMs. Industrial units are eligible for up to five (5) total years of warranty (the standard two years plus three additional years of coverage). The extended warranty period is subject to the same terms covering inclusions, exclusions, invalidations, payment policies, and geographical scope that exist for the standard warranty period.

Kardex Remstar warranty coverage, both standard and extended, is contingent upon the complete performance of scheduled maintenance on the equipment. Scheduled maintenance must be performed at minimum biannually, including during the first two years, by Kardex Remstar Certified Technicians, and performance of that scheduled maintenance must be reported to Kardex Remstar promptly via your local Kardex Remstar dealer. For more information on extended warranty coverage, including the associated costs, please contact your Kardex Remstar dealer.

### Extent of Coverage

This warranty pertains to all Kardex Remstar VLMs. This warranty is limited to the original purchaser of equipment and is not transferable.

### Invalidation

This warranty will be invalidated if any of the following occur:

1. The Kardex Remstar unit is operated outside the recommended parameters as specified in the operations manual and on the machine data plate.
2. The unit is modified in any way which is not authorized in writing by Kardex Remstar prior to the modification.
3. Scheduled maintenance is not carried out at least biannually (or as recommended by Kardex Remstar for individual application) by Kardex Remstar Certified Technicians.
4. Any installation, service, relocation or other work is performed by anyone other than Kardex Remstar Certified Technicians.\*
5. Scheduled Maintenance Checklist is not reported to Kardex Remstar within thirty (30) days of performance of scheduled maintenance.

## Exclusions

The following are not covered under the scope of the warranty:

1. The replacement of fuses.
2. The replacement of fluorescent bulbs.
3. Ancillary equipment supplied by others, or damage caused by such equipment.
4. The replacement of lost, damaged, or broken keys.
5. Routine adjustments (e.g., photocells, microswitches, re-initialization of controls, belt/chain tensioning).
6. Damage or intermittent failure caused by connection to incorrect power supplies.
7. Damage caused by improper storage of materials within equipment.
8. Removal of obstructions internal or external to the unit (e.g., conveyors, dropped ceilings, computer floors).
9. Repairs necessitated by abuse, negligent care, deliberate damage, accident, fire, flood, power supply surges, riots, war, or acts of God.
10. Consequential damages.\*\*

## Geographical Scope

This warranty covers all 48 contiguous states, and Washington, D.C., and Canada. In Alaska, Hawaii, Puerto Rico and other worldwide locations, the warranty is the same, except that the warrantee is responsible for payment of the service technician's time and travel expenses to and from the nearest Kardex Remstar authorized service center, the cost of parts shipment and handling, and associated duties and customs fees.

The warranty is expressly in lieu of all other warranties, expressed or implied (including but not limited to the implied warranties of merchantability or fitness) and constitutes all of Kardex Remstar's liability in respect to its equipment.

\*While Kardex Remstar maintenance training classes are available to its customers for a fee, scheduled maintenance, if performed by Customer technicians for the purpose of maintaining the standard or extended warranty, must be done under the direct supervision of a Kardex Remstar Certified Dealer Technician. Timely filing of the scheduled maintenance online form to Kardex Remstar is in this case the responsibility of the supervising Dealer, not the Customer. The supervising Dealer is responsible for costs associated with any repairs that result from improper, incomplete, or untimely scheduled maintenance, for the balance of the warranty period.

\*\*Some states do not allow the exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to the warranty. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. To know what your legal rights are in your state, consult your statutes.

## Warranty Statement –Horizontal Carousel

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Kardex Remstar warrants all new Horizontal Carousels to be free from defects caused by substandard material or inferior workmanship. This liability is limited to the obligation to repair, or at Kardex Remstar's discretion, replace without charge any part found to be defective under normal wear per the following schedule from the commencement of this warranty. The warranty period begins upon completion of the installation, or within four (4) weeks of delivery of equipment, whichever date is first.

For an additional cost, Kardex Remstar offers an optional Extended Warranty on the horizontal carousel. All components are eligible for up to five (5) total years of warranty, (the standard two years plus three additional years of coverage). The extended warranty period is subject to the same terms covering inclusions, exclusions, invalidations, payment policies, and geographical scope that exist for the standard warranty period.

Kardex Remstar warranty coverage, both standard and extended, is contingent upon the complete performance of scheduled maintenance on the equipment. Scheduled maintenance must be performed at minimum biannually, including during the first two years, by Kardex Remstar Certified Technicians, and performance of that scheduled maintenance must be reported to Kardex Remstar promptly via your local Kardex Remstar dealer. For more information on extended warranty coverage, including the associated costs, please contact your Kardex Remstar dealer.

### Extent of Coverage

This warranty pertains to all Kardex Remstar Horizontal Carousels.  
This warranty is limited to the original purchaser of equipment and is not transferable.

### Invalidation

This warranty will be invalidated if any of the following occur:

1. The Kardex Remstar unit is operated outside the recommended parameters as specified in the operations manual and on the machine data plate.
2. The unit is modified in any way which is not authorized in writing by Kardex Remstar prior to the modification.
3. Scheduled maintenance is not carried out at least biannually (or as recommended by Kardex Remstar for individual application) by Kardex Remstar Certified Technicians.
4. Any installation, service, relocation or other work is performed by anyone other than Kardex Remstar Certified Technicians.\*
5. Scheduled Maintenance Checklist is not reported to Kardex Remstar within thirty (30) days of performance of scheduled maintenance.
6. The lower track adjustment is not checked within thirty (30) days of loading.

## Exclusions

1. The following are not covered under the scope of the warranty:
  1. The replacement of fuses.
  2. The replacement of fluorescent bulbs.
  3. Ancillary equipment supplied by others, or damage caused by such equipment.
  4. The replacement of lost, damaged, or broken keys.
  5. Routine adjustments (e.g., photocells, microswitches, re-initialization of controls, belt/chain tensioning).
  6. Damage or intermittent failure caused by connection to incorrect power supplies.
  7. Damage caused by improper storage of materials within equipment.
  8. Removal of obstructions internal or external to the unit (e.g., conveyors, dropped ceilings, computer floors).
  9. Repairs necessitated by abuse, negligent care, deliberate damage, accident, fire, flood, power supply surges, riots, war, or acts of God.
  10. Consequential damages.\*\*

## Geographical Scope

This warranty covers all 48 contiguous states, and Washington, D.C., and Canada. In Alaska, Hawaii, Puerto Rico and other worldwide locations, the warranty is the same, except that the warrantee is responsible for payment of the service technician's time and travel expenses to and from the nearest Kardex Remstar authorized service center, the cost of parts shipment and handling, and associated duties and customs fees.

The warranty is expressly in lieu of all other warranties, expressed or implied (including but not limited to the implied warranties of merchantability or fitness) and constitutes all of Kardex Remstar's liability in respect to its equipment.

\*While Kardex Remstar maintenance training classes are available to its customers for a fee, scheduled maintenance, if performed by Customer technicians for the purpose of maintaining the standard or extended warranty, must be done under the direct supervision of a Kardex Remstar Certified Dealer Technician. Timely filing of the scheduled maintenance online form to Kardex Remstar is in this case the responsibility of the supervising Dealer, not the Customer. The supervising Dealer is responsible for costs associated with any repairs that result from improper, incomplete, or untimely scheduled maintenance, for the balance of the warranty period.

\*\*Some states do not allow the exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to the warranty. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. To know what your legal rights are in your state, consult your statutes.

## Warranty Statement –Megamat Vertical Carousel

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Kardex Remstar warrants all new Megamat vertical carousels to be free from defects caused by substandard material or inferior workmanship. This liability is limited to the obligation to repair, or at Kardex Remstar's discretion, replace without charge any part found to be defective under normal wear and tear within two (2) years from the commencement of this warranty. The warranty period begins upon completion of the installation, or within four (4) weeks of the originally scheduled delivery date of equipment, whichever date is first.

For an additional cost, Kardex Remstar offers an optional Extended Warranty on its Megamat vertical carousels. Industrial units are eligible for up to five (5) total years of warranty (the standard two years plus three additional years of coverage). The extended warranty period is subject to the same terms covering inclusions, exclusions, invalidations, payment policies, and geographical scope that exist for the standard warranty period.

Kardex Remstar warranty coverage, both standard and extended, is contingent upon the complete performance of scheduled maintenance on the equipment. Scheduled maintenance must be performed at minimum biannually, including during the first two years, by Kardex Remstar Certified Technicians, and performance of that scheduled maintenance must be reported to Kardex Remstar promptly via your local Kardex Remstar dealer. For more information on extended warranty coverage, including the associated costs, please contact your Kardex Remstar dealer.

### Lifetime Motor Warranty

Under the terms of the warranty, Kardex Remstar will replace free of charge any vertical carousel drive motor that fails while using standard maintenance and operating conditions for the life of the carousel providing scheduled maintenance is completed biannually. To confirm that your machine meets these requirements, contact Kardex Remstar's Warranty Administrator.

### Extent of Coverage

This warranty pertains to all Kardex Remstar Industrial Vertical Carousels. This warranty is limited to the original purchaser of equipment and is not transferable.

### Invalidation

This warranty will be invalidated if any of the following occur:

1. The Kardex Remstar unit is operated outside the recommended parameters as specified in the operations manual and on the machine data plate.
2. The unit is modified in any way which is not authorized in writing by Kardex Remstar prior to the modification.
3. Scheduled maintenance is not carried out at least biannually (or as recommended by Kardex Remstar for individual application) by Kardex Remstar Certified Technicians.
4. Any installation, service, relocation or other work is performed by anyone other than Kardex Remstar Certified Technicians.\*
5. Scheduled Maintenance Checklist is not reported to Kardex Remstar within thirty (30) days of performance of scheduled maintenance.

6. The conveyor chains of the vertical carousel are not re-tightened within five (5) days of machine loading.

## Exclusions

The following are not covered under the scope of the warranty:

1. The replacement of fuses.
2. The replacement of fluorescent bulbs.
3. Ancillary equipment supplied by others, or damage caused by such equipment.
4. The replacement of lost, damaged, or broken keys.
5. Routine adjustments (e.g., photocells, microswitches, re-initialization of controls, belt/chain tensioning).
6. Damage or intermittent failure caused by connection to incorrect power supplies.
7. Damage caused by improper storage of materials within equipment.
8. Removal of obstructions internal or external to the unit (e.g., conveyors, dropped ceilings, computer floors).
9. Repairs necessitated by abuse, negligent care, deliberate damage, accident, fire, flood, power supply surges, riots, war, or acts of God.
10. Consequential damages.\*\*

## Geographical Scope

This warranty covers all 48 contiguous states, and Washington, D.C., and Canada. In Alaska, Hawaii, Puerto Rico and other worldwide locations, the warranty is the same, except that the warrantee is responsible for payment of the service technician's time and travel expenses to and from the nearest Kardex Remstar authorized service center, the cost of parts shipment and handling, and associated duties and customs fees.

The warranty is expressly in lieu of all other warranties, expressed or implied (including but not limited to the implied warranties of merchantability or fitness) and constitutes all of Kardex Remstar's liability in respect to its equipment.

\*While Kardex Remstar maintenance training classes are available to its customers for a fee, scheduled maintenance, if performed by Customer technicians for the purpose of maintaining the standard or extended warranty, must be done under the direct supervision of a Kardex Remstar Certified Dealer Technician. Timely filing of the scheduled maintenance online form to Kardex Remstar is in this case the responsibility of the supervising Dealer, not the Customer. The supervising Dealer is responsible for costs associated with any repairs that result from improper, incomplete, or untimely scheduled maintenance, for the balance of the warranty period.

\*\*Some states do not allow the exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to the warranty. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. To know what your legal rights are in your state, consult your statutes.

## Warranty Statement –Lektriever Vertical Carousel

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Kardex Remstar warrants all new Lektriever Electric Lateral Files to be free from defects caused by substandard material or inferior workmanship. This liability is limited to the obligation to repair, or at Kardex Remstar's discretion, replace without charge any part found to be defective under normal wear and tear within two (2) years from the commencement of this warranty. The warranty period begins upon completion of installation, or within four (4) weeks of the originally scheduled delivery date of equipment, whichever date is first.

For an additional cost, Kardex Remstar offers an optional Extended Warranty on its vertical carousels. Lektriever Electric Lateral Files are eligible for up to five (5) total years of warranty (the standard two years plus three additional years of coverage). The extended warranty period is subject to the same terms covering inclusions, exclusions, invalidations, payment policies, and geographical scope that exist for the standard warranty period.

Kardex Remstar warranty coverage, both standard and extended, is contingent upon the complete performance of scheduled maintenance on the equipment. Scheduled maintenance must be performed at minimum biannually, including during the first two years, by Kardex Remstar Certified Technicians, and performance of that scheduled maintenance must be reported to Kardex Remstar promptly via your local Kardex Remstar dealer. For more information on extended warranty coverage, including the associated costs, please contact your Kardex Remstar dealer.

### Lifetime Motor Warranty

Under the terms of the warranty, Kardex Remstar will replace free of charge any vertical carousel drive motor that fails while using standard maintenance and operating conditions for the life of the carousel providing scheduled maintenance is completed biannually. To confirm that your machine meets these requirements, contact Kardex Remstar's Warranty Administrator.

### Extent of Coverage

This warranty pertains to all Kardex Remstar Lektriever Electric Lateral Files. This warranty is limited to the original purchaser of equipment and is not transferable.

### Invalidation

1. This warranty will be invalidated if any of the following occur:
2. The Kardex Remstar unit is operated outside the recommended parameters as specified in the operations manual and on the machine data plate.
3. The unit is modified in any way which is not authorized in writing by Kardex Remstar prior to the modification.
4. Scheduled maintenance is not carried out at least biannually (or as recommended by Kardex Remstar for individual application) by Kardex Remstar Certified Technicians.
5. 4. Any installation, service, relocation, or other work is performed by anyone other than Kardex Remstar Certified Technicians.\*
6. Scheduled Maintenance Checklist is not reported to Kardex Remstar within thirty (30) days of performance of scheduled maintenance.

6. The conveyor chains of the vertical carousel are not re-tightened within five (5) days of machine loading.

## Exclusions

The following are not covered under the scope of the warranty:

1. The replacement of fuses.
2. The replacement of fluorescent bulbs.
3. Ancillary equipment supplied by others, or damage caused by such equipment.
4. The replacement of lost, damaged, or broken keys.
5. Routine adjustments (e.g., photocells, microswitches, re-initialization of controls, belt/chain tensioning).
6. Damage or intermittent failure caused by connection to incorrect power supplies.
7. Damage caused by improper storage of materials within equipment.
8. Removal of obstructions internal or external to the unit (e.g., conveyors, dropped ceilings, computer floors).
7. Repairs necessitated by abuse, negligent care, deliberate damage, accident, fire, flood, power supply surges, riots, war, or acts of God.
8. Consequential damages.\*\*

## Geographical Scope

This warranty covers all 48 contiguous states, and Washington, D.C., and Canada. In Alaska, Hawaii, Puerto Rico and other worldwide locations, the warranty is the same, except that the warrantee is responsible for payment of the service technician's time and travel expenses to and from the nearest Kardex Remstar authorized service center, the cost of parts shipment and handling, and associated duties and customs fees.

The warranty is expressly in lieu of all other warranties, expressed or implied (including but not limited to the implied warranties of merchantability or fitness) and constitutes all of Kardex Remstar's liability in respect to its equipment.

\*While Kardex Remstar maintenance training classes are available to its customers for a fee, scheduled maintenance, if performed by Customer technicians for the purpose of maintaining the standard or extended warranty, must be done under the direct supervision of a Kardex Remstar Certified Dealer Technician. Timely filing of the scheduled maintenance online form to Kardex Remstar is in this case the responsibility of the supervising Dealer, not the Customer. The supervising Dealer is responsible for costs associated with any repairs that result from improper, incomplete, or untimely scheduled maintenance, for the balance of the warranty period.

\*\*Some states do not allow the exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to the warranty. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. To know what your legal rights are in your state, consult your statutes.

**Legacy Lockers**  
**Locker Specifications**  
**Section 105100 - Wood Lockers**

**Part 1 - General**

**1.01 Section Includes**

Provide wooden lockers, end and filler panels and related items as specified.

**1.01 Submittals**

- A. Shop drawings showing individual locker construction, materials, dimensions, room layout, overall dimensions for installation and installation details including end and filler panels, crown molding, trim and accessories provided upon request.
- B. Stain and color chip samples for both wood and laminate doors are available upon request.

**1.02 Product Handling**

Store lockers and related products in a dry, climate controlled area in order to protect finished from damage during handling.

**Part 2 - Products**

**2.01 Materials**

- A. Furnish wooden lockers manufactured by:  
Legacy Lockers  
4433 Bronze Way  
Dallas, TX 75236  
Phone (866) 937-1088  
Fax (214) 466-1789  
[www.LegacyLockers.com](http://www.LegacyLockers.com)
- B. Locker Box
  - a. Locker frame constructed of 5/8" stain resistant, high impact, high density thermally fused almond colored melamine with particleboard substrate. Leading edges of frame finished with a 2 mm PVC edge banding to closely match locker door. Additional frame materials available upon request.
  - b. Locking systems: **\*\*\*SELECT ONE\*\*\*** Heavy duty cam key locks furnished with two (2) keys per lock and two (2) master keys standard on all lockers. Padlock Hasp, High Security Hasp, Built-In MasterLock Combination Lock, Assa Abloy Card Lock, Coin Collect or Return Lock, Safe-O-Mat Coin Collect or Return, Digilock Temporary or Permanent Locks are also available. Additional locks available upon request.
  - c. Hinges: Two (2) heavy duty, steel European concealed hinges with up to 130 degrees of door opening on all doors 42" or less. Three (3) hinges on all doors over 42".
  - d. Hardware: One (1) coat rod and one (1) coat hook are standard on all full and half length lockers. Hardware available in brass, chrome and black finish. Additional hardware finishes available upon request. Note: Some lock finishes are limited.
  - e. Venting: 1/2" opening between door and frame on locker top and bottom provide unrestricted airflow.
  - f. Number Disk: 1-1/2" disc with black engraved number routed flush with locker door.
- C. Locker Doors **\*\*\*SELECT ONE\*\*\***
  - a. Laminate: 5/8" industrial grade core with .030" vertical grade plastic laminate. Door edge edge-banded with 2 mm PVC offered in a variety of colors to match or closely complement selected laminate.
  - b. Slab Veneer: 3/4" A-1 plain sliced veneer on industrial grade MDF core. Red Oak, Maple, Cherry, Mahogany or Walnut. Additional wood species and/or cuts are available upon request.

- c. Flat/Recessed Panel: 3/4" kiln dried solid wood stile and rail with flat/recessed center panel. All style and rail joints are glued together with moisture resistant glue for increased durability. Door edges are rounded. Red Oak, Maple, Cherry, Clear or Knotty Alder, Walnut or Mahogany. Additional wood species are available upon request.
  - d. Raised Panel: 3/4" kiln dried solid wood stile and rail with raised center panel. All style and rail joints are glued together with moisture resistant glue for increased durability. Door edges are rounded. Red Oak, Maple, Cherry, Clear or Knotty Alder, Walnut or Mahogany. Additional wood species are available upon request.
  - e. Raised Panel Louver: 3/4" kiln dried solid wood stile and rail with raised panel and louvers. All style and rail joints are glued together with moisture resistant glue for increased durability. Door edges are rounded. Louvers are in fixed position. Red Oak, Maple, Cherry, Clear or Knotty Alder, Walnut or Mahogany. Additional species are available upon request.
  - f. Louver: 3/4" kiln dried solid wood stile and rail with louvers. All style and rail joints are glued together with moisture resistant glue for increased durability. Louvers are in fixed position. Red Oak, Maple, Cherry, Clear or Knotty Alder, Walnut or Mahogany.
  - g. Ends and Fillers: Locker end, filler and back panels matching locker door cover exposed sides, backs and intersections.
- D. Finish: Multiple finishes and stains available. All wood surfaces are finished using a catalyzed polymer lacquer applied in two coats with hand sanding in between coats and sealed with moisture resistant top coat.

## **2.02 Fabrication:**

Fabricate locker parts square and rigid without warp with the finished faces flat and free of scratches and chips.

## **Part 3 – Execution**

### **3.01 Installation**

- A. Install lockers and accessories per approved plans and manufacturer's instructions for a plumb, rigid and flush installation.
- B. If Legacy Lockers is NOT contracted for installation it is the responsibility of the customer to arrange the unloading of the lockers and related items off the delivery truck.
- C. Lockers to be installed on a 2"x4" or 2"x6" base per design drawing, supplied either by manufacturer or by owner according to contract. Base extending from the wall 2" less than the locker depth. Locker connector hardware and installation instructions are provided by manufacturer.
- D. Anchor lockers to wall studs or furring strips attached to wall through locker back and to the base through the locker floor. Attach lockers together through predrilled holes with manufacturer supplied connectors.
- E. Adjust doors and hinges to accommodate uniform spacing after installation of lockers. Verify all working parts of locker including hinge and lock function. Attach number disks in specified sequence using adhesive. Clean lockers and deliver keys and pertinent information to appropriate individual.

## **Part 4 – Warranty**

### **4.01**

All wood parts and hardware shall be structurally sound and free from defects in material and workmanship under normal use and service for a period of three (3) years from date of delivery. All locking mechanisms are warranted for one (1) year.

Manufacturer reserves the right to modify, change or alter the design and/or specifications without prior notice.



Warranty





## Limited Lifetime Warranty

Hamilton Casework Solutions ("HAMILTON") warrants to the original retail purchaser that HAMILTON Products purchased on or after January 1, 1996 will be free from defects in material and workmanship for as long as the original retail purchaser owns such HAMILTON Product, except for the following, which are warranted only as to the HAMILTON Product components of the items (HAMILTON expressly disclosing any warranty, express or implied, on hardware, electronics or other specialty components specified by a HAMILTON customer but not manufactured by HAMILTON) and for a period of three years from the date of purchase as shown on the HAMILTON Sales Order: Tack board fabric, task lights, casters, carts, adjustable keyboards and module shelf standard as well as any powder coated item. This warranty is made solely to the original retail purchaser, is non-transferable and shall be effective from the date of purchase as shown on the HAMILTON Sales Order. This warranty is void for any damages to the HAMILTON Product due to misuse, abuse, neglect, accident, improper installation, failure to comply with instructions furnished by HAMILTON or any repair or alteration performed by anyone other than HAMILTON or an authorized HAMILTON dealer. Damage caused by common carrier during shipment is not included in this warranty.

THIS FOREGOING WARRANTY IS IN LIEU OF, AND HAMILTON EXPRESSLY DISCLAIMS ALL OTHER, WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. IN NO EVENT SHALL HAMILTON BE LIABLE TO ANY RETAIL PURCHASER OR USER OF HAMILTON PRODUCTS OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE ARISING OUT OF THE PURCHASE, SALE OR USE OF HAMILTON PRODUCTS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORSEEABLE, WHETHER OR NOT HAMILTON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM IS MADE.



3158 Production Drive Fairfield, OH 45014  
Phone: 800.503.9966 | Fax: 800.503.9963  
[hamiltoncs.com](http://hamiltoncs.com)

# FAQ

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## WARRANTIES AND REPLACEMENTS PARTS

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**CAN I ORDER ADDITIONAL KEYS FOR MY LOCK?** +

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**CAN I CHANGE THE LOCK ON MY CABINET, DRAWER OR DOOR?** +

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**DOES ROUSSEAU OFFER REPLACEMENT PARTS FOR ITS OLDER PRODUCT LINES?** +

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**WHAT IS ROUSSEAU'S STANDARD WARRANTY?** x

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The standard Rousseau Metal Inc. warranty covers its standard products against manufacturing defects for twelve (12) months from the date of shipment from its factory in St-Jean-Port-Joli. In addition, the sliding mechanism on Rousseau heavy-duty "R" and "L" compact drawers comes with a lifetime warranty. Rousseau's standard products are manufactured according to their own specifications.

Replacement or repair of defective parts is at the sole discretion of Rousseau, who will make the necessary efforts to promptly replace or repair defective parts, FOB Saint-Jean-Port-Joli, Quebec, Canada.

Rousseau's warranty does not cover damage to products caused by overloading, abuse, neglect or improper installation. This warranty applies to the original purchaser only.

## PRODUCTS

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**WHICH SHELVING BRANDS ARE COMPATIBLE WITH ROUSSEAU DRAWERS?** +

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**CAN I ORDER A SPECIAL PAINT COLOR?** +

---

**WHICH TYPES OF NC TOOL ARE COMPATIBLE WITH ROUSSEAU STORAGE SOLUTIONS** +

---

**CAN I ORDER ANTI-STATIC PAINT?** +

---

**DOES ROUSSEAU ONLY MANUFACTURE THE DIMENSIONS LISTED ON THE WEBSITE AND IN BROCHURES?** +

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WHAT COLORS ARE AVAILABLE AT NO EXTRA COST?

+

CAN I CUSTOMIZE A PRODUCT FOUND ON THE WEBSITE OR IN A BROCHURE?

+

GENERAL / OTHER

WHERE CAN I FIND ROUSSEAU PRODUCTS?

+

ARE ROUSSEAU.COM AND ROUSSEAUMETAL.COM IDENTICAL?

+

WHO SHOULD I CONTACT FOR TECHNICAL DETAILS ON ROUSSEAU PRODUCTS?

+

# WARRANTY

**PRODUCTION # PENT**

**DATE OF COMPLETION:**

**Month Day, 2023**

***YOUR LOCAL DEALER:***

***Dealer Company Name***

***Dealer Address***

***Dealer Address***

***Dealer Address***

**PENTAGON MANUFACTURING CORPORATION WARRANTS THE ROLLING SHUTTER AND ITS COMPONENTS TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR THE PERIOD OF ONE YEAR FROM INVOICE DATE.**

The warranty is valid when installed in accordance with printed installation instructions provided by Pentagon. Pentagon reserves the right to inspect, repair or replace any defective material provided. All replacement parts required as a result of any such defect will be supplied free of charge during the warranty period.

This warranty excludes any damage or deterioration due to abuse, accident, neglect or failure to provide normal care and maintenance.

This warranty is in lieu of all other warranties expressed or implied, and no representation or person is authorized to assume for us any of the liability in connection with the sales of our products. Pentagon Manufacturing Corporation shall not be liable for consequential damages and in no case shall liability exceed original cost of the rolling shutter.

Due to continued product development and improvements, changes may occur in product specifications without notice.

The warrant is issued to the original customer and is non-transferable.



Box 4390, 5 Granite Ave., Stonewall,  
MB, Canada R0C 2Z0  
Ph: (204) 467-8274 Fax: (204) 467-5627  
Toll Free: 1-866-705-4668  
sales@pentagonshutters.com

6208 Strawberry Lane  
Louisville, KY 40214  
800.626.1816  
502.361.3857 (Fax)  
[www.wirecrafters.com](http://www.wirecrafters.com)

# WireCrafters

## Limited Warranty

WireCrafters products are warranted to the original purchaser against defects in material and workmanship for a period of one year from purchase date (or installation date if such service is provided by WireCrafters LLC). WireCrafters will, during the warranty period, repair or replace, at its option, any defective part provided that the product has not been subject to misuse, abuse, accident, neglect, or improper storage. Modifications to the product or improper installation void this warranty. WireCrafters LLC shall not be responsible for incidental or consequential damages. There are no other warranties-expressed or implied-on WireCrafters products except the Limited Warranty described herein.

# 20

## YEAR WARRANTY

### LIAT

### Disclaimer of Warranties:

The express warranties below are LIAT's sole warranties of its Goods, there are no understandings, agreements, representations, or warranties, express or implied (including any regarding the merchantability or fitness for a particular purpose), not specified herein, respecting the Goods. Except for those obligations of LIAT identified in the Terms and Conditions, all risks related to the quality and performance of the Goods and responsibility for repair or service costs rests solely on the Customer. LIAT reserves the right to limit the applicable warranty to the Goods depending upon the division or catalogue through which said Goods were sold. Some states do not allow limitations on implied warranties, limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to all Customers. This warranty gives the Customer specific legal rights, and each Customer may also have other rights which vary from state to state.

### Express Warranties

*The express warranties of LIAT are as follows:*

LIAT, LLC warrants to the original purchaser that each casegood will be free from defects in workmanship given normal use for a period of TWENTY (20) years of single shift service. LIAT warrants their seating products to the original purchaser that each piece of furniture will be free from defects given normal use for FIVE (5) years. LIAT, LLC will, at its option, repair or replace any defective furniture within the terms of the warranty. This warranty does not apply to damage resulting from accident, alteration, or misuse. All LIAT electrical components and accessories are warranted to the extent of the original manufacturer. Goods other than furniture are sold by LIAT to Customer without warranty.

### Limitation of Liability:

LIAT shall not under any circumstances be liable to the Customer, owner of the Goods or any third party for special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss of damage to other property or equipment, cost of capital or of purchased or replacement goods, or expense, delay or inconvenience caused by or arising from the purchase, sale, use, repair or inability to use the Goods or by any performance or non-performance under, or breach of, the Terms and Conditions. LIAT's sole liability for any defective Goods shall be its repair or its replacement pursuant to the Express Warranties set forth above, or if amended, as applicable at the time of manufacture or repair of the Goods. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to all Customers. Any action resulting from any breach of the part of LIAT as to the Goods or services delivered hereunder must be commenced within one year after the cause of action has occurred.

**LIATFURNITURE.COM**

694 North Main Street • Troutman, NC 28166

TF 888 440 8205 • F 704 528 6519

| Certification                            | First Name | Last Name | Issued Date        |
|--|------------|-----------|--------------------|
| Class 7                                  | Adam       | Valdez    | April 2, 2022      |
| Confined Space                           | Adam       | Valdez    | August 8, 2021     |
| Adult First Aid/CPR/AED                  | Adam       | Valdez    | May 14, 2021       |
| Aerial & Scissor Lift                    | Adam       | Valdez    | August 20, 2015    |
| MEWP Scissor/Boom Lift Type 3 Group A&B  | Adam       | Valdez    | April 16, 2021     |
| Basic First Aid                          | Adam       | Valdez    | March 15, 2019     |
| BLS CPR                                  | Adam       | Valdez    | March 15, 2019     |
| Fall Protection                          | Adam       | Valdez    | April 16, 2021     |
| Classes 1,4,5                            | Adam       | Valdez    | July 28, 2021      |
| Megamat Carousel                         | Adam       | Valdez    | May 25, 2017       |
| Shuttle XP                               | Adam       | Valdez    | September 18, 2015 |
| OSHA 10                                  | Adam       | Valdez    | June 9, 2015       |
| OSHA 30                                  | Adam       | Valdez    | February 17, 2019  |
| Silica Construction                      | Adam       | Valdez    | June 13, 2018      |
| Lockout Tagout                           | Adam       | Valdez    | July 28, 2021      |
| Level 1 Basic Installation               | Adam       | Valdez    |                    |
| Level 2 Electric Installation            | Adam       | Valdez    |                    |
| Basic First Aid                          | Alfred     | Araujo    | March 13, 2019     |
| BLS CPR                                  | Alfred     | Araujo    | March 13, 2019     |
| Classes 1,4,5                            | Alfred     | Araujo    | October 16, 2015   |
| Confined Space                           | Alfred     | Araujo    | August 4, 2017     |
| Shuttle XP                               | Alfred     | Araujo    | May 25, 2012       |
| Shuttle XP C2K                           | Alfred     | Araujo    | June 22, 2017      |
| Silica Construction                      | Alfred     | Araujo    | February 10, 2018  |
| Level 1 Basic Installation               | Alfred     | Araujo    |                    |
| Level 2 Electric Installation            | Alfred     | Araujo    |                    |
| Aerial & Scissor Lift                    | Brad       | Leeds     | April 17, 2019     |
| Classes 1,4,5                            | Brad       | Leeds     | April 17, 2019     |
| CPR/AED & First Aid                      | Brad       | Leeds     | April 13, 2022     |
| Shuttle NT C2K                           | Brad       | Leeds     | December 13, 2017  |
| Shuttle T88-NT                           | Brad       | Leeds     | October 11, 2018   |
| Shuttle XP                               | Brad       | Leeds     | May 12, 2017       |
| Silica Construction                      | Brad       | Leeds     | January 16, 2018   |
| Aerial & Scissor Lift                    | Brian      | Dodson    | February 28, 2023  |
| Confined Space                           | Brian      | Dodson    | April 20, 2023     |
| Fall Protection                          | Brian      | Dodson    | March 1, 2023      |
| Classes 1,4,5                            | Brian      | Dodson    | July 12, 2022      |
| OSHA 10                                  | Brian      | Dodson    | June 9, 2021       |
| Respiratory Protection                   | Brian      | Dodson    | April 20, 2023     |
| Aerial & Scissor Lift                    | Bruce      | Heffer    | April 8, 2019      |
| Basic First Aid                          | Bruce      | Heffer    | March 18, 2019     |
| Basic Forklift                           | Bruce      | Heffer    | October 28, 2011   |
| Basic Installation & Operations Training | Bruce      | Heffer    | September 8, 1992  |

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| BLS CPR                                 | Bruce       | Heffer    | March 18, 2019     |
| Classes 1,4,5                           | Bruce       | Heffer    | April 8, 2019      |
| Horizontal Carousel                     | Bruce       | Heffer    | June 6, 2013       |
| Mega-Station                            | Bruce       | Heffer    | January 8, 2001    |
| OSHA 10                                 | Bruce       | Heffer    | June 9, 2015       |
| OSHA 30                                 | Bruce       | Heffer    | July 30, 2019      |
| Shuttle NT C2K                          | Bruce       | Heffer    | April 25, 2014     |
| Shuttle T88-NT                          | Bruce       | Heffer    | June 13, 2016      |
| Shuttle XP                              | Bruce       | Heffer    | June 20, 2008      |
| Silica Construction                     | Bruce       | Heffer    | November 7, 2017   |
| Level 2 Electric Installation           | Bruce       | Heffer    |                    |
| Service & Trouble-Shooting              | Bruce       | Heffer    |                    |
| Basic First Aid                         | Bryan       | Hernandez | March 15, 2019     |
| BLS CPR                                 | Bryan       | Hernandez | March 15, 2019     |
| Class 7                                 | Bryan       | Hernandez | March 18, 2021     |
| Classes 1,4,5                           | Bryan       | Hernandez | August 9, 2019     |
| Fall Protection                         | Bryan       | Hernandez | April 27, 2021     |
| OSHA 10                                 | Bryan       | Hernandez | June 17, 2021      |
| Shuttle XP                              | Bryan       | Hernandez | August 13, 2019    |
| Silica Construction                     | Bryan       | Hernandez | March 4, 2019      |
| Classes 1,4,5                           | Charles     | Williams  | June 7, 2022       |
| MEWP Scissor/Boom Lift Type 3 Group A&B | Charles     | Williams  | June 7, 2022       |
| Basic First Aid                         | Christopher | Garcia    | March 15, 2019     |
| BLS CPR                                 | Christopher | Garcia    | March 15, 2019     |
| Class 7                                 | Christopher | Garcia    | March 16, 2021     |
| Fall Protection                         | Christopher | Garcia    | April 22, 2021     |
| OSHA 30                                 | Christopher | Garcia    | May 14, 2019       |
| MEWP Scissor/Boom Lift Type 3 Group A&B | Christopher | Garcia    | March 16, 2021     |
| Shuttle XP                              | Christopher | Garcia    | September 28, 2018 |
| Silica Construction                     | Christopher | Garcia    | February 18, 2019  |
| Level 1 Basic Installation              | Christopher | Garcia    |                    |
| Level 2 Electric Installation           | Christopher | Garcia    |                    |
| Classes 1,4,5                           | Derek       | Miller    | August 5, 2020     |
| OSHA 10                                 | Derek       | Miller    | May 28, 2015       |
| Scissor Lift                            | Derek       | Miller    |                    |
| Silica Construction                     | Derek       | Miller    | November 13, 2018  |
| Level 1 Basic Installation              | Derek       | Miller    |                    |
| Level 1 Basic Installation              | Derek       | Willet    |                    |
| XP Lift                                 | Derek       | Willet    | July 22, 2022      |
| Forklift                                | Dustin      | Roadifer  | March 8, 2023      |
| OSHA 30                                 | Dustin      | Roadifer  | January 6, 2023    |
| Install & Service                       | Dustin      | Roadifer  |                    |
| Fall Protection                         | Elias       | Regalado  | March 8, 2023      |
| Forklift                                | Elias       | Regalado  | November 16, 2022  |

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| OSHA 30                                 | Elias   | Regalado   | September 26, 2022 |
| Confined Space                          | Elias   | Regalado   | April 27, 2023     |
| Respiratory Protection                  | Elias   | Regalado   | April 27, 2023     |
| Scissor Lift                            | Elias   | Regalado   | November 15, 2022  |
| CPR/AED & First Aid                     | Jason   | Osborn     | June 30, 2022      |
| Classes 1,4,5                           | Jason   | Osborn     | June 30, 2022      |
| Level 1 Storage Products                | Jason   | Osborn     |                    |
| Install & Service                       | Jason   | Osborn     |                    |
| OSHA 30                                 | Jason   | Osborn     | March 8, 2023      |
| Classes 1,4,5                           | Jerome  | Roberts    | June 20, 2022      |
| Class 7                                 | Jerome  | Roberts    | June 20, 2022      |
| Fall Protection                         | Jerome  | Roberts    | June 20, 2022      |
| Level 1 Storage Products                | Jerome  | Roberts    |                    |
| MEWP Scissor/Boom Lift Type 3 Group A&B | Jerome  | Roberts    | June 20, 2022      |
| Level 2 Mobile Products                 | Jerome  | Roberts    |                    |
| OSHA 30                                 | Jerome  | Roberts    | February 1, 2022   |
| Level 1 Storage Products                | Jessie  | Escamilla  |                    |
| Level 2 Mobile Products                 | Jessie  | Escamilla  |                    |
| OSHA 30                                 | Jessie  | Escamilla  | February 24, 2022  |
| OSHA 30                                 | John    | Robledo    | September 7, 2022  |
| Basic First Aid                         | Jon     | Lambert    | March 15, 2019     |
| Basic Forklift                          | Jon     | Lambert    | October 28, 2011   |
| BLS CPR                                 | Jon     | Lambert    | March 15, 2019     |
| Horizontal Carousel                     | Jon     | Lambert    | June 9, 2016       |
| Shuttle XP                              | Jon     | Lambert    | May 25, 2012       |
| Megamat Carousel                        | Jon     | Lambert    | July 12, 2013      |
| OSHA 10                                 | Jon     | Lambert    | June 9, 2015       |
| OSHA 30                                 | Jon     | Lambert    | September 7, 2019  |
| Silica Construction                     | Jon     | Lambert    | February 21, 2019  |
| Level 1 Basic Installation              | Jon     | Lambert    |                    |
| Level 2 Electric Installation           | Jon     | Lambert    |                    |
| Level 3 Service & Trouble-Shooting      | Jon     | Lambert    |                    |
| ActivRAC                                | Jon     | Lambert    | March 4, 2011      |
| OSHA 30                                 | Michael | Escamilla  | January 27, 2021   |
| Level 2 Mobile Products                 | Michael | Escamilla  |                    |
| Classes 1,4,5                           | Mike    | Taylor     | June 11, 2022      |
| OSHA 30                                 | Mike    | Taylor     | February 1, 2021   |
| Confined Space                          | Mike    | Villarreal | April 21, 2023     |
| BLS CPR                                 | Mike    | Villarreal | November 24, 2021  |
| Fall Protection                         | Mike    | Villarreal | March 6, 2023      |
| Megamat Carousel                        | Mike    | Villarreal | August 13, 2018    |
| MEWP Scissor/Boom Lift Type 3 Group A&B | Mike    | Villarreal | March 6, 2023      |
| Forklift                                | Mike    | Villarreal | March 5, 2023      |
| OSHA 10                                 | Mike    | Villarreal | June 24, 2015      |

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| OSHA 30                       | Mike    | Villarreal | December 20, 2019  |
| Shuttle XP                    | Mike    | Villarreal | November 20, 2015  |
| Shuttle XP C2K                | Mike    | Villarreal | June 22, 2017      |
| Silica Construction           | Mike    | Villarreal | February 16, 2019  |
| Level 1 Basic Installation    | Mike    | Villarreal |                    |
| Level 2 Electric Installation | Mike    | Villarreal |                    |
| Forklift                      | Patrick | Begay      | April 6, 2022      |
| NFPA 70 E                     | Patrick | Begay      | December 23, 2020  |
| OSHA 30                       | Patrick | Begay      | September 16, 2018 |
| XP Lift                       | Patrick | Begay      | March 21, 2022     |
| Aerial & Scissor Lift         | Taylor  | Adkins     | July 2, 2019       |
| Forklift                      | Taylor  | Adkins     | April 19, 2021     |
| Horizontal Carousel           | Taylor  | Adkins     | April 28, 2017     |
| OSHA 10                       | Taylor  | Adkins     | June 9, 2015       |
| Forklift                      | Tony    | Roque      | January 5, 2020    |
| OSHA 10                       | Tony    | Roque      | February 14, 2014  |
| OSHA 30                       | Tony    | Roque      | December 9, 2019   |
| Fall Protection               | Tony    | Roque      | May 2, 2023        |
| Scissor Lift                  | Tony    | Roque      | January 5, 2020    |
| Silica Construction           | Tony    | Roque      | February 4, 2019   |
| Confined Space                | Tony    | Roque      | February 4, 2019   |
| Level 1 Basic Installation    | Tony    | Roque      |                    |
| Level 2 Electric Installation | Tony    | Roque      |                    |
| Aerial & Scissor Lift         | Greg    | Laible     | April 8, 2019      |
| Basic First Aid               | Greg    | Laible     | March 12, 2019     |
| Forklift                      | Greg    | Laible     | October 28, 2011   |
| BLS CPR                       | Greg    | Laible     | March 12, 2019     |
| OSHA 10                       | Greg    | Laible     | June 9, 2015       |
| OSHA 30                       | Greg    | Laible     | January 2, 2019    |
| OSHA 10                       | Moses   | Molina     | August 18, 2023    |
| DOT Medical Card              | Jason   | Osborn     | August 28, 2023    |
| DOT Medical Card              | Dustin  | Roadifer   | August 28, 2023    |
| OSHA 10                       | Justin  | Pukrop     | August 25, 2023    |
| Adult First Aid/CPR/AED       | Dustin  | Roadifer   | August 25, 2023    |
| Silica Construction           | Dustin  | Roadifer   | August 27, 2023    |
| Aerial & Scissor Lift         | Dustin  | Roadifer   | August 25, 2023    |
| DOT Medical Card              | Greg    | Laible     |                    |
| OSHA 10                       | Antonio | Sheffield  | August 31, 2023    |
| OSHA 10                       | Brandon | Farkus     | August 31, 2023    |
| DOT Medical Card              | Greg    | Laible     |                    |
| Basic Forklift                | James   | Bonk       | May 5, 2010        |