



April 15, 2025

Region 10 Education Service Center
Attn: Mr. Clint Pechacek, Purchasing Consultant
400 E Spring Valley Road
Richardson, TX 75081

Re: Request for Proposal Number R10-1176 - Furniture and Storage Related Products and Services

Dear Mr. Pechacek:

The Artcobell Corporation is pleased to submit our proposal for the Region 10 Education Service Center RFP Number R10-1176. Please accept the uploaded files via the Bonfire tool as our formal submittal.

There is not any propriety information contained in the Artcobell submission. Should you have any questions or require additional information, please contact Cindy Hawkins, Bid/Contract Manager | phone 254-899-3610 | chawkins@artcobell.com.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Smith".

Kevin Smith
President

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 Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

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

☒ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

QUESTIONNAIRE & EVALUATION CRITERIA:

☒ **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

OTHER REQUIRED PROPOSAL FORMS:

☒ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

☒ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**

☒ **PROPOSAL FORM 5: DEBARMENT NOTICE**

☒ **PROPOSAL FORM 6: LOBBYING CERTIFICATION**

☒ **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**

☒ **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**

☒ **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**

☒ **PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND FOREIGN ENTITIES CERTIFICATION**

☒ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**

☒ **PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM**

☒ **Proposal Form 13: Fema Requirements**

☒ **PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

☒ **PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

☒ **PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT**

☒ **PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

☒ **PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

☒ **PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION**

☒ **PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

☒ **PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT**

☒ **PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**

☒ **PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM**

☒ **Proposal form 24: Manufacturer Letter Affidavit**

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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Additional information for what is being requested in certain fields can be found by displaying the notes embedded into that respective field.

'Flex' fields may be customized to best fit the respondents products or services offering. These fields are not required and may be left blank.

[illegible]

¹Flex fields may be customized to best fit the respondents products or services offering. These fields are not required and may be left blank.

[illegible]

artcobell

PRICER

NOT ABLE TO UPLOAD THE PRICE LIST
ON BONFIRE - FULL PRICE LIST WILL BE
PROVIDED UPON REQUEST

APRIL v2



ADAPTABLE SOLUTIONS
FOR LEARNING WITHOUT
BOUNDARIES

The following should replace the questionnaire in Section 2 in its entirety.

1. PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria		Question	Answer
Basic Information			
Required information for notification of RFP results	What is your company's official registered name?	Artcobell Corporation	
	What is the mailing address of your company's headquarters?	1302 Industrial Boulevard Temple, TX 76504	
	Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.	Cindy Hawkins, Bid/Contract Manager chawkins@artcobell.com 254-899-3610	
Products/Pricing (35 Points)			
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination		
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination		
Competitive pricing for all available products and services, including warranties if applicable	Does pricing submitted include the required administrative fee?	Yes	
	Please provide your proposed administrative fee percentage or structure.	Administrative fee is 2% of the product sales.	

	<i>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 between two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</i>	
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	Artcobell maintains competitive prices and does not set inflated list prices on products. We have one of the largest breadths and depth of product to serve progressive, current and traditional learning environments; we feel when comparing net pricing to the competition our pricing is very competitive at all buying levels.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?</i>	Artcobell is proposing our complete catalog offering.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Product and service features and capabilities	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	See #1 Response below.
	<i>Outline how your products and services compare to those of your competitors.</i>	See #2 Response below.
	<i>Describe any customization capabilities offered for standard product lines.</i>	Artcobell does offer specials upon request from the authorized dealer.
	<i>Outline your digital design and visualization capabilities including digital rendering options.</i>	We support CET Designer, KITS Collaborator, REVIT, and CAD platforms for design and rendering.
	<i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i>	The Artcobell facility is located in Texas. We operate with a network of authorized dealers that cover all 50 states.

#1 Response: Artcobell manufactures and distributes high quality, durable furniture for the education market. With a strong focus on safety, Artcobell constructs resilient products that are known for their flexibility of use within different settings. Artcobell has been located in Temple, TX since 1962, where it focuses on consistent product innovation to meet the changing needs of our customer. At Artcobell, our passion is building school furniture that supports teachers and students now and into the future. We are driven by the innovative learning strategies that are changing the face of education, creating durable, high quality products that meet the needs of active, flexible, personalized learning environments.

Artcobell has grown into a position of leadership in the educational furniture industry. As a leading manufacturers of classroom furniture, Artcobell offers one of the broadest product portfolios in the industry. There has been significant investment into the business for new product development, new selling tools and resources for dealers, and improved operational reliability. Artcobell has a long history of providing quality classroom products and is poised to continue that tradition with a renewed energy for growth.

#2 Response: We listen to teachers and students, administrators and maintenance people. Our products are designed and built based on input from our customers. We closely follow the changes in educational strategies so that we can provide solutions that are flexible, collaborative, personalized and active. Comfort is a hallmark of our seating line, whether it is traditional poly shell seating solutions like Nxt Mov, Alphabet and Discover, adaptable seating like MOV for students who like to wiggle, configurable options from our soft seating line. Configurability drives the design of our desks and tables – allowing teachers and students to build classrooms, from floor to standing height, however and wherever they want. Our storage cabinets and tables are designed to foster creativity with ample workspace and plenty of room to store supplies and equipment.

Texas-based; USA made: Because we're nimble and domestic, we can react quickly to your needs. An engaged culture of continuous improvement led by dedicated employees consistently makes furniture tough enough to stand up to the most demanding users. Our focus on local suppliers keeps our carbon footprint lower and gives us a reliable source of raw materials, allowing us to offer competitive lead times to the industry.

Customer implementation and project management	Outline any value-added capabilities not already addressed.	See #3 Response below.
	Outline project management methodologies from initial assessment to final installation.	Our national dealer network handles the project from start to finish.
Maintenance services and staff qualifications	Outline what ongoing training and consulting support is available to customers.	Artcobell holds training sessions with dealers, customers and designers. Sessions focus on evolving education market, Artcobell strategy and product positioning. Artcobell is qualified to give accredited CEU presentations.
	Outline your preventative maintenance program for the offered products and services.	Our in-house quality assurance testing facility ensures the accuracy and consistency of our raw materials and the stability of our finished goods. Scheduled and random testing during our manufacturing process enables us to consistently deliver the very best in classroom furniture.
Integration with other platforms	Identify certifications and qualifications required by installation and maintenance staff.	None, as we operate thru authorized dealers.
	Outline any warranty programs offered including term length and coverage details.	See attachment - Warranty Statement - Artcobell
Quality control and compliance	Outline any online ordering system applications and integration capabilities with existing systems.	Artcobell is working on implementing on-line ordering capabilities.
	Identify relative quality control processes in place including material selection, testing protocols, and compliance with industry standards.	Stringent quality standards combined with testing and quality checks during manufacturing and assembly guarantee that you will have the very best in classroom furniture and peace of mind. Our dedication and commitment to quality is goal one.
	Identify measures taken to stay current with technological advancements and integration into product lines.	Significant investment in robotic welders and the addition of new injection molders helps to increase plant efficiency. More equipment is slated for 2025.
	Outline all applicable product certifications currently held such as BIFMA or ADA.	SCS Global certifications are attached.
Customer service/problem resolution	Describe initiatives in place to address environmental impact measures such as product recycling, refurbishment, and disposal at end of life.	Artcobell is committed to our community by being environmentally conscious and striving to ensure the continued availability of natural resources for current and future generations. We are committed to reducing waste, creating sustainability, and reducing the use of natural resources and harm to the environment. This applies to our offices as well as the plant processes.
	Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).	Artcobell's dedicated customer service team can take live calls 8am to 5pm CST. The Customer Service Team is located in Temple, TX. The team consistently works with manufacturing and engineering staff to resolve any issues quickly for our customers.
Financial condition of vendor	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	See attached document - Artcobell Corporation Financial Statements - 12-30-23 and 12-31-22
	What was your annual sales volume over last three (3) years?	2022: \$67,147,454 2023: \$64,932,386 2024: \$74,952,651

#3 Response: Artco-Bell Testing Laboratory. Timing is crucial. The opening of a school, an exciting investment in a custom piece of furniture set to change your school's image, can be unexpectedly held up by a piece of untested furniture that doesn't meet industry standards. Artco-Bell has the capabilities to test a variety of furniture to create higher-quality, better-performing products.

Testing ensures furniture safety and quality in compliance with BIFMA standards for various furniture types. The furniture safety is as critical as its form and function when it comes to our children. The furniture industry is highly regulated with a wide range of safety legislations to abide by when manufacturing for schools and educational institutions.

Our consumer product testing lab is designed to meet today's rigorous regulatory and industry demands. We use intensive analytical and physical testing procedures in our state-of-the-art laboratories to provide a variety of tests, including:

- Fabric and thread strength and durability
- Vendor validation of products used in Artcobell furniture
- Mechanical/physical aspects of the furniture
- Durability and life cycle
- Shipping packaging
- Raw materials testing from plastics to metal

Key Benefits of Product Validation Testing

- Support for R&D Challenges: Our engineers provide crucial specialist knowledge, aiding in overcoming intricate research and development challenges.
- Efficient Testing for Faster Time to New Schools: Sound testing programs save time and money, ensuring a faster time to put into production new products with the latest innovative design and superior product performance.
- Comprehensive Risk Mitigation: Designed to minimize risk, our program improves product reliability and safety through thorough iterative testing and full life-cycle endurance testing both in the lab and on the production floor

The warranty information below is effective on all Artcobell products for orders manufactured after July 22, 2017. For warranty information concerning orders placed prior to July 22, 2017, please refer to the warranty information contained in the published price list of the corresponding year. For additional information relating to warranty, please contact your Customer Service Representative.

Artcobell warrants to the original purchaser that its products are free from defects in material and workmanship under normal classroom or commercial use for twelve (12) years, except as set forth below. During the warranty period, Artcobell will replace, or at its option, repair locally, repair at its factory, or provide credit up to the purchase price of any Artcobell brand product that, upon inspection by Artcobell, is determined to be defective in material or workmanship.

This warranty is subject to the following provisions:

Some natural variations occurring in polypropylene material or other natural materials are inherent to their character and are not considered defects. Artcobell does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Customer's Own Material (COM) selected by and used at the request of an original purchaser is not warranted.

Our products are intended for interior use — exterior use of them will void the warranty.

The materials and components listed below are covered from the date of sale according to the following:

- Seating controls, glides, pneumatic cylinders, casters, chroming and polymer-based components and foam — 3 years
- User-adjustable worksurface mechanisms, lounge products, occasional tables, seating upholstery fabrics, vinyl, and other covering materials, markerboard surfaces — 3 years

As Buyer's sole remedy under this warranty, Artcobell, at its option, will repair or replace damaged parts at no charge to the original owner of record provided the replacement or return has previously been authorized by Artcobell under terms of this warranty. Normal aging and wear of fabrics, filling materials, and finishes are excepted from this warranty. It is expressly agreed that this remedy of repair, replacement or credit, at Artcobell's option, is Buyer's exclusive remedy under this warranty. In no event shall Seller be liable for consequential damages.

This warranty does not apply to:

- Normal wear and tear
- Damage from environmental factors
- Damage from sharp objects (e.g., writing utensils, heeled shoes, scissors, jewelry, and keys)
- Damage from accident, alteration, misuse, or improper installation or maintenance
- Modifications or attachments to the product not approved by Artcobell
- Products used for rental purposes
- Damage caused by the carrier in-transit, which is handled under separate terms
- Third-party products — Artcobell, to the extent possible, will pass through to the original purchaser (and process claims under) any warranty provided by third-party products supplied to Artcobell.
- All warranty claims are to be made in writing by the original purchaser. The original purchaser may be required to produce the invoice or other evidence to establish that a claim is within the warranty period.

Damage to flooring (dimpling, indentation or similar) is not covered. Warranty as to the suitability of flooring used with school furniture glides and caster rests solely with the flooring manufacturer.

To the extent allowed by law, Artcobell makes no other warranty, either express or implied, including any warranty or merchantability or fitness for a particular purpose. Artcobell is not liable for any indirect consequential or incidental damages. This warranty contains the original purchaser's exclusive remedy.

Your Artcobell Dealer is our resource in supporting your warranty requests. To obtain service under this warranty, please contact your Artcobell Dealer.

History of meeting products and services deadlines	Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.	Artcobell has an experienced shipping/distribution team with dedicated partner carrier relationships to ensure safe and timely delivery of all products. We have approximately 540K square feet of dedicated warehouse and distribution space allowing for flexibility in loading and schedule distribution.
Other factors relevant to this section as submitted by the Respondent	Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency Provide your safety record, safety rating, EMR and worker's compensation rate where available.	Usage reports are submitted monthly. Experience modification factor is 1.15
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	Provide a link to your company's website	www.artcobell.com
Past relationship with Region 10 ESC and/or Region 10 ESC members	Please provide a brief history of your company, including the year it was established. Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?	Artcobell has been located in Temple, Texas since 1962, where it focuses on on consistent product innovation to meet the changing needs of our customers. Artcobell has had an Equalis contract since 2020. Contract # EQ-052920-01
Experience and qualification of key employees	Please provide contact information and resumes for the person(s) who will be responsible for the following areas: Region 10 requests contacts to cover the following: * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable	Kevin Smith, President ksmith@artcobell.com Patricia Cadigan, Chief Business Dev Officer pcadigan@artcobell.com Cindy Hawkins, Bid/Contract Manager chawkins@artcobell.com Alison DeMartino, Director of Marketing ademartino@artcobell.com Kari Martin, CFO kmartin@artcobell.com
Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for last three (3) years? What is your strategy to increase market share in the public sector?	2022: \$67,147,454 2023: \$64,932,386 2024: \$74,952,651
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.	National dealer network - we are a closed line and operate thru authorized dealers only. We select strong, reliable and financially stable dealers in each market, providing school with assurance that they will get the service they expect on Artcobell products. We are also staffed with dedicated Business Development Managers.
Minimum of 5 public sector customer references relating to the products and services within this RFP	Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity, contact	Artcobell has no past litigations, bankruptcy, reorganizations, state investigations of entity or current officers and directors. See below.

Cypress-Fairbanks ISD | Houston, TX 77269
Severin Castro, Purchasing
Phone: 281-897-4576
Severin.castro@cfisd.net
Provided classroom furniture.

DeKalb County Board of Education | Tucker, GA 30084
Sam Moss Service Center
Belinda Quillet, CPPB Phone: 404.368.2063
Email: Belinda.quillet@dekalbschoolsqa.org
Provided classroom furniture.

Jefferson County Public Schools | Louisville, KY 40209
Jeanette Davis
Phone: 502-485-3694
Jeanette.davis@jefferson.kyschool.us
Provided classroom furniture.

Katy ISD | Katy, TX 77494
Kim Smith, Buyer
Phone: 281-396-7585
kimberlysmith@katyisd.org
Provided classroom furniture.

Liberty School District | Liberty, MO 64068
Jason Breit, Director of Purchasing
Phone: 816-736-5358
Jason.breit@lps53.org
Provided classroom furniture.

	<i>name & title; city & state; phone number; years serviced; description of services; and annual volume</i>	
Company profile and capabilities	<i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i>	We sell thru authorized dealers only. Our dealers are trained on our national contract. We also provide a FAQ document detailing the contract as well.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	Artcobell is not owned or operated by anyone who has been convicted of a felony.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
Commitment to Service Equalis Group Members (15 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	Artcobell regularly holds training sessions with dealers introducing the Equalis contract. Information about the contract is also on the web site.
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	The Chief Development Officer will conduct quarterly meetings with the Business Development Managers and the Customer Service team regarding the Equalis contract.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	We will provide our logo and authorization for use.
	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Usage reports are submitted monthly.
Ability to manage a cooperative contract		

	<i>Define the specific, step-by-step process for your sales and/or quote generation team to tie a quote, proposal, invoice, and/or purchase order to the Equalis cooperative contract in your Customer Relationship Management ("CRM"), sales system, or Enterprise Resource Planning ("ERP") system. Include any individuals and/or teams involved in this process.</i> <i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	When a dealer uses the Equalis Contract it is noted on the PO. When customer service enters the PO into the Artcobell system contract usage is noted. The provides management the capability to pull sales reports to assist with accurate monthly reporting.
		South Carolina State Contract - Contract 440023065 KCDA Contract - Contract #25-130 New York State Contract - Contract 20915 Award 23295
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	The marketing team will broadcast a message to the dealer network of the award. The sales team will continue training with the dealers.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	Artcobell currently has four BDMs that have strategic territories throughout the USA. Mid West - North East - South East - and Southern. TBD West Coast Our dealer network has more than 150 sales people on the streets.

The following should replace Proposal Form 3 in its entirety.

PROPOSAL FORM 3: 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 perform the covered services including, but not limited to licenses, registrations or certifications.

SCS Global Services certifications are attached.

The entire Artcobell line of furniture is certified as Indoor Advantage Gold by SCS Global Services (SCS). SCS has been providing global leadership in third-party quality, environmental and sustainability verification, certification, auditing, testing and standards development for three decades. Its programs span a cross-section of industries, recognizing achievements in green building, product manufacturing and more. SCS is accredited to provide services under a wide range of nationally and internationally recognized certification programs.

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

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Artcobell

1302 Industrial Boulevard, Temple, Texas 76504, United States

For the following product(s):

See Addendum

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-105 v4.2

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2021) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for seating¹ and school classroom² parameters.

¹Modeled as Office Seating ²Modeled as Pupil Seating

Registration # SCS-IAQ-03677

Valid from: September 10, 2024 to September 09, 2025



INDOOR ADVANTAGE GOLD
FURNITURE



SCSglobal
SERVICES

Nicole Munoz, Vice President, ECS
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

Certification Addendum

Artcobell

Certification: Registration # SCS-IAQ-03677 | Valid from: September 10, 2024 to September 09, 2025

Addendum Indoor Advantage™ Gold

Conformance: Indoor Air Quality Certified to SCS-105 v4.2

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2021) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for seating¹ and school classroom² parameters.

¹Modeled as Office Seating ²Modeled as Pupil Seating

Products:

Seating:

Alphabet: Alphabet ASPOt, Alphabet ASPXL, Alphabet Cantilever Chair, Alphabet Four Leg Caster Chair, Alphabet Four Leg Chair, Alphabet Task Chair & Stool, Alphabet AS4R Rocker, Alphabet ASSL Sled Chair, MOV Stool, SS-series, Stool-Four Leg

Discover: Discover D15 Series, Discover D-Series|Four Leg Swivel Stool, Discover D-Series|Gas Lift Swivel Chair & Stool, Discover D100 Series|Four Leg Stacking Chair, Discover D100 Series|Four Leg Stacking Music Chair, Discover D200 Series|Tablet Arm Chair Desk, Discover D300 Series|Cantilever Chair, Discover D700 Series|Four Leg Combo Desk, Discover D800 Series|Sled Combo Desk, Discover D1R Rocker, Discover DP08, Discover Poly Top 08 Series|Four Leg Stool,

NXT MOV: Cantilever Chair, Four Leg Chair, Four Leg Caster Chair, Four Leg Stool, Task Chair and Stool

Solid Plastic: Solid Plastic H400 Series|Four Leg Combo Desk, Solid Plastic X-Series|Four Leg Stacking Chair

Uniflex: Uniflex 7100 Series|Four Leg Music Chair, Uniflex 7100 Series|Four Leg Stacking Chair, Uniflex 7400 Series|Four Leg Combo Desk, Uniflex 7800 Series|Sled Combo Desk, Uniflex 7900 Series|Four Leg Swivel Stool, Uniflex Gas Lift Swivel Chair & Lab Stool

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Artcobell

1302 Industrial Boulevard, Temple, Texas 76504, United States

For the following product(s):

Tables/Desking:

Teacher Desk: ARISE Podium, D Series, Discover Teacher Desks, STS-series

Tables: 1200 Series Activity Tables, Computer Tables CY Series, Discover Café Table, Discover Multipurpose Tables, DTT-Series, Discover, DTF Series, DTN Series, Makerspace, Rectangular Convertible Bench Unit, T-Leg Tables

Student Desks: 7SD Series, DA Series, DHT Series, Discover T-Leg Study Desk, DST Series, NXT MOV: Cantilever Chair, R9 Series, Student Desk 4100 Series | Cantilever Student Desk, SA Series

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-105 v4.2

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2021) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2) for the open plan and (Credits 7.6.1, 7.6.2, 7.6.3) private office workstation parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the school classroom² parameters.

¹Modeled as Individual Furniture Components ²Modeled as Pupil Desks

Registration # SCS-IAQ-03678

Valid from: September 10, 2024 to September 09, 2025

SCS global
SERVICES



INDOOR ADVANTAGE GOLD
FURNITURE



Nicole Munoz, Vice President, ECS
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Artcobell

1302 Industrial Boulevard, Temple, Texas 76504, United States

For the following product(s):

Screens and Accessories:

Back Pack Hook, Caster Packs, Dollies, Felt Glide Caps, Glide Packs, Grommets, Handheld Marker Board, Maker Space Cabinets, Maker Space Door Kits, Maker Space Trays, Makerspace End Panels, Makerspace Shelf Kits, Metal Book Box, Mobile Pedestal, Pixel Caddy, Poly Book Box, Poly Translucent Book Box, Power & Cable Management, Screens, Solo Glide Caps, Study Carrel Screen, TA Series, Wire Book Box, Wire Management Trays

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-105 v4.2

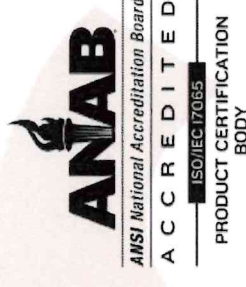
Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2021) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and school classroom² parameters.

¹Modeled as Individual Furniture Components ²Modeled as Pupil Desks

Registration # SCS-IAQ-03679

Valid from: September 10, 2024 to September 09, 2025

SCSglobal
SERVICES



Nicole Munoz, Vice President, ECS
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Artcobell

1302 Industrial Boulevard, Temple, Texas 76504, United States

For the following product(s):

Storage:

A12 Series, ADF Series, ALTS Series, ALTW Series, AMTC Series, ASC-36 Series, ASCL Series, ASF Series

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-105 v4.2

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2021) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2) for the open plan and (Credits 7.6.1, 7.6.2, 7.6.3) private office workstation parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the school classroom² parameters.

¹Modeled as Individual Furniture Components

²Modeled as Pupil Desks

Registration # SCS-IAQ-09371

Valid from: September 10, 2024 to September 09, 2025



INDOOR ADVANTAGE GOLD
FURNITURE



ANSI National Accreditation Board

ACCREDITED

ISO/IEC 17065

PRODUCT CERTIFICATION
BODY

SCS global

SERVICES

Nicole Munoz, Vice President, ECS
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

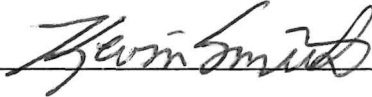
PROPOSAL FORM 4: CLEAN AIR WATER ACT

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

Potential Vendor: Artcobell Corporation

Title of Authorized Representative: Kevin Smith, President

Mailing Address: 1302 Industrial Boulevard | Temple, TX 76504

Signature: 

PROPOSAL FORM 5: DEBARMENT NOTICE

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

Potential Vendor: Artcobell Corporation

Title of Authorized Representative: Kevin Smith, President

Mailing Address: 1302 Industrial Boulevard | Temple, TX 76504

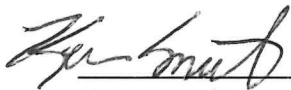
Signature: 

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Kevin Smith, President

Signature of Respondent

April 15, 2025

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Criminal Background Checks

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

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

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



Kevin Smith, President

Signature of Respondent

April 15, 2025

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Artcobell Corporation

ADDRESS 1302 Industrial Boulevard

Temple, TX 76504

PHONE 254-899-3610

FAX _____

RESPONDANT



Signature

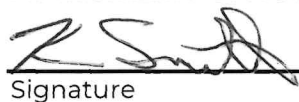
Kevin Smith

Printed Name

President

Position with Company

AUTHORIZING OFFICIAL



Signature

Kevin Smith

Printed Name

President

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND RELATIONSHIPS WITH FOREIGN ENTITIES CERTIFICATION

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 vendor agree? KSS
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? KSS
(Initials of Authorized Representative)

RELATIONSHIPS WITH FOREIGN ENTITIES CERTIFICATION

In accordance with the Texas Government Code, §§2252.152–2252.154, a contractor must certify that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the government of Iran, the government of Sudan, or a foreign organization designated as a foreign terrorist organization by the U.S. Secretary of State.

In accordance with the Texas Government Code, Chapter 2275, a governmental entity cannot enter into a contract or other agreement relating to critical infrastructure in Texas with a company that is owned or controlled by individuals, any company, or headquartered in China, Iran, North Korea, Russia, or a designated country, even if company is publicly traded. "Critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Does vendor agree? KSS
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

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

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

Texas or Non-Texas Resident

- ☒ I certify that my company is a **"resident Bidder"**
☐ I certify that my company qualifies as a **"nonresident Bidder"**

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

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

		Company
Name	Address	
		City
	State	Zip

The following should replace Proposal Form 12 in its entirety. Changes have been highlighted.

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

Does vendor agree? *RS*

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating

agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? RS

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60 and to the extent allowed by Title VI of the Civil Rights Act of 1964 and applicable executive orders, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? RS

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

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

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

Does vendor agree? RS

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

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

Does vendor agree? RS
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? RS
(Initials of Authorized Representative)

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

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does vendor agree? RS
(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in

accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Does vendor agree? *KS*

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? *KS*

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? *KS*

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? KS

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? KS

(Initials of Authorized Representative)

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

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

Does vendor agree? KS

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

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

Does vendor agree? KS

(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

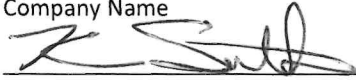
Does vendor agree? KS

(Initials of Authorized Representative)

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

Artcobell Corporation

Company Name



Signature of Authorized Company Official

Kevin Smith

Printed Name

President

Title

April 15, 2025

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

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 respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent'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, Respondent should certify Respondent'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 Respondent fails to complete any item in this form, Region 10 ESC 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. 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? 
(Initials of Authorized Representative)

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

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

Does Respondent agree? 
(Initials of Authorized Representative)

2. 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? ZSS
(Initials of Authorized Representative)

3. 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? ZSS
(Initials of Authorized Representative)

4. 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? ZSS
(Initials of Authorized Representative)

5. 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? ZSS
(Initials of Authorized Representative)

6. 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? ZSS
(Initials of Authorized Representative)

7. 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? ZSS
(Initials of Authorized Representative)

8. 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? 
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

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

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

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

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

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

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

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

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

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



Kevin Smith, President

April 15, 2025

Signature of Respondent

Date

PROPOSAL FORM 15: 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: Artcobell Corporation

Street: 1302 Industrial Boulevard

City, State, Zip Code: Temple, TX 76504

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 Goldston, Mays & Associates, LLC, an authorized representative of Artcobell Corporation, 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
Kevin Goldston	602 Cliff Drive Belton, TX 76513	23.75%
Noah Mays	2001 Woodland Blvd Salado, TX 76571	23.75%
Wayne Goldston	31017 Wood Bine Way Fair Oaks Ranch, TX 78015	23.75%
Justin Mays	2421 Hillview Road Bellville, TX 77418	23.75

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



Kevin Smith, President

Authorized Signature and Title

April 15, 2025

Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name: Artcobell Corporation

Street: 1302 Industrial Boulevard

City, State, Zip Code: Temple, TX 76504

State of New Jersey

County of Bell

I, Kevin Smith of the Temple
Name City

in the County of Bell, State of Texas of full
age, being duly sworn according to law on my oath depose and say that:

I am the President of the firm of Artcobell Corporation
Title 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

Artcobell Corporation
Company Name

 Kevin Smith, President
Authorized Signature & Title

Subscribed and sworn before me

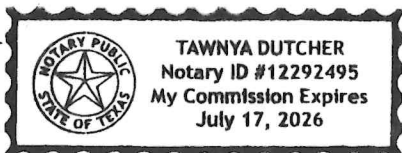
this 15th day of April, 2025



Notary Public of New Jersey

My commission expires 7-17, 2025

SEAL



PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Artcobell Corporation

Street: 1302 Industrial Boulevard

City, State, Zip Code: Temple, TX 76504

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)

Vendors must submit with proposal:

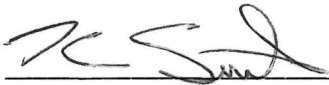
- | | | |
|----|---|------------------|
| 1. | A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | _____ |
| | OR | |
| 2. | A photo copy of their <u>Certificate of Employee Information Report</u> | <u>See Below</u> |
| | OR | |
| 3. | A complete <u>Affirmative Action Employee Information Report (AA302)</u> | _____ |

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

A. 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

B. 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.



Kevin Smith, President

Authorized Signature and Title

April 15, 2025

Date

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

Signature of Procurement Agent

Certification 46337

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2023 to 15-MAR-2026

ARTCOBELL
1302 INDUSTRIAL BLVD.
TEMPLE TX 76504



ELIZABETH MAHER MUOIO
State Treasurer

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

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

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. 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:

5. 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
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. 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.

* 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:	Artcobell Corporation		
Address:	1302 Industrial Boulevard		
City:	Temple	State:	TX Zip: 76504

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.



Signature

Kevin Smith

Printed Name

President

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
N/A - Does Not Apply			\$

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

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 Clerk

Sheriff

{County Executive}

Surrogate

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

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

PROPOSAL FORM 19: 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

☐ Sole Proprietorship

☐ Limited Liability Partnership

☒ Corporation

☐ Limited Partnership

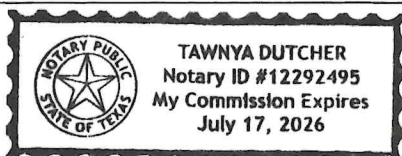
☐ Limited Liability Corporation

☐ Subchapter S Corporation

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

Stockholders:

Name: Kevin Goldston	Name: Noah Mays
Home Address: 602 Cliff Drive Belton, TX 76513 23.75%	Home Address: 2001 Woodland Blvd Salado, TX 76571 23.75%
Name: Wayne Goldston	Name: Justin Mays
Home Address: 31017 Wood Bine Way Fair Oaks Ranch, TX 78015 23.75%	Home Address: 7421 Hillview Rd Bellville, TX 77418 23.75%
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>15th</u> day of <u>April</u> , 20 <u>25</u>	
(Notary Public) <u>Tawnya Dutcher</u>	<u>[Signature]</u> (Affiant)
My Commission expires: <u>07-17-2025</u>	<u>KEVIN SMITH - PRESIDENT</u> (Print name & title of affiant)
	(Corporate Seal)



PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ 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:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Due to the continued rising costs of material, labor and general expenses such as health care insurance, Artcobell will be implementing a "surgical" price increase on a yearly basis. By surgical, we mean that not all product prices will increase, and other product prices will increase by varied amounts.

Artcobell will make every effort to offset increases in our costs through improved labor efficiencies, automation and value engineering. The Artcobell authorized dealers will use the price list that is effect at the time the order is placed.

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

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

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

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

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

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

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

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

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. (Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

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

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

April 15, 2025
Date

 Kevin Smith, President
Authorized Signature & Title

REQUEST FOR PROPOSAL FOR FURNITURE AND STORAGE RELATED PRODUCTS AND SERVICES

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1184



AMENDMENT 1

Original publication date	03/07/2025
Publication date of Amendment	03/21/2025
Product or service	Furniture and Storage Related Products and Services
RFP #	R10-1176
Proposal due date	04/17/2025
Proposal submittal location	https://region10.bonfirehub.com/portal/?tab=login

Principle contract officer	Mr. Clint Pechacek Purchasing Consultant
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Public opening location	Region 10 ESC 400 E. Spring Valley Rd. Richardson, TX 75081
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Education Service Center, Region 10 ("Region 10 ESC") is issuing this amendment to RFP R10-11176 for Furniture and Storage Related Products and Services in order to:

1. Amend the instructions regard page limitation at the top of the Questionnaire (page 5 of Section 2 of the RFP). Changes are highlighted.
2. Add a Manufacturer's Letter Affidavit to the required forms in Section 2 of the RFP.

The amended pages and an updated signature page follow. This amendment does not alter any other details of the RFP, including all due dates and times. The schedule for this RFP will remain as shown below:

Event	Date:
Deadline for questions	03/27/2025 @ 4 pm CDT
Issue Addendum/a (if required)	03/28/2025
Proposal Due Date	04/17/2025 @ 2pm CDT
Approval from Region 10 ESC	06/18/2025
Contract Effective Date	07/01/2025

Vendors who do not submit a signed contract signature page will be eliminated from consideration.

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 150 total pages (not including Attachment B – Pricing Excel pricesheet).**

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of July 1, 2025, by and between _____
Artcobell Corporation ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Furniture and Storage Related Products and Services ("the products and services").*

RECITALS

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

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

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

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

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

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

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

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

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

5. ARTICLE 5 – TERMINATION OF CONTRACT

- 5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.
- 5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- Providing material that does not meet the specifications of the contract;
 - Providing work and/or material that was not awarded under the contract;
 - Failing to adequately perform the services set forth in the scope of work and specifications;
 - Failing to complete required work or furnish required materials within a reasonable amount of time;
 - Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
 - Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated.

- 5.3 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence

of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

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

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than

thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

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

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating

an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or

some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

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

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

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

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

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED TO BE CONSIDERED

Prices are guaranteed: **120 days**

Company name	Artcobell Corporation
Address	1302 Industrial Boulevard
City/State/Zip	Temple, TX 76504
Telephone No.	254-899-3610
Email address	chawkins@artcobell.com
Printed name	Cindy Hawkins
Position with company	Bid/Contract Manager
Acknowledgement of Amendments 1 & 2 (Initial)	CHS
Authorized signature	 Kevin Smith, President

Term of contract July 1, 2025 to June 30, 2028

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____

PROPOSAL FORM 24: MANUFACTURER LETTER AFFIDAVIT

Respondents should indicate below whether they manufacture all the products offered in their proposal or if they operate as an authorized reseller, dealer, distributor, or manufacturer's representative for any products offered in their proposal.

Respondents submitting proposals as an authorized reseller, dealer, distributor, or manufacturer's representative shall indicate that they are able, upon request, to provide a letter from the manufacturer certifying that Respondent is an actual authorized reseller, dealer, distributor, or manufacturer's representative for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.

Manufacturer letters will be requested from vendors being considered for award before final recommendations are made to the board. Failure to provide manufacturer letters may result in a respondent being eliminated from consideration for award.

Check one of the following:

- ☒ Our company manufactures all products offered in this response
- ☐ Our company operates as an authorized reseller, dealer, distributor, or manufacturer's representative and will provide the required letter from every manufacturer represented upon request from Region 10 ESC. I understand that failure to provide said letters may result in my response being rejected in part or in whole, and that misrepresentation of manufacturer consent may result in termination of any resulting contract for cause.



Policy Number:

Date Entered: 04/14/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KENNY PAYSSE INSURANCE AGENCY 7372 Honeysuckle Drive Temple, TX 76502	CONTACT NAME: Penny Digby	FAX (A/C, No): (254)778-7346	
	PHONE (A/C, No, Ext): (254)778-7136	E-MAIL ADDRESS:	
INSURED ARTCO-BELL CORPORATION 1302 INDUSTRIAL BLVD TEMPLE, TX 76504	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Co of Americ		25676
	INSURER B: Travelers Casualty and Surety Company		19038
	INSURER C: Travelers Indemnity Company		25658
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒		Y-630-A6385307-TIL-24	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒		BA-A6388579-24-14-G	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP-A6393307-24-14	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-A6391431-24-14-G	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Education Service Center, Region 10 is named as additional insured on the general liability and auto liability and policies are primary non-contributory when req by written contract.

Public opening location: Region 10ESC, 400 E Spring Valley Road, Richardson, TX 75081

10 day notice of cancellation for non payment of premium

CERTIFICATE HOLDER**CANCELLATION**

Education Service Center, Region 10 400 E Spring Valley Rd Richardson, TX 75081	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Policy Number: Y-630-A6385307-TIL-24

Date Entered: 04/14/2025

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

04/14/2025

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS KENNY PAYSSE INSURANCE AGENCY 7372 Honeysuckle Drive Temple, TX 76502		PHONE (A/C, No, Ext): (254)778-7136	COMPANY NAME AND ADDRESS Travelers Property Casualty Co of Americ	NAIC NO: 25676
FAX (A/C, No): (254)778-7346	E-MAIL ADDRESS:		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:		POLICY TYPE	
AGENCY CUSTOMER ID #:			LOAN NUMBER	
NAMED INSURED AND ADDRESS ARTCO-BELL CORPORATION 1302 INDUSTRIAL BLVD TEMPLE, TX 76504			POLICY NUMBER Y-630-A6385307-TIL-24	
ADDITIONAL NAMED INSURED(S)			EFFECTIVE DATE 12/31/2024	EXPIRATION DATE 12/31/2025
			CONTINUED UNTIL TERMINATED IF CHECKED	
			THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☒ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION Loc #1, Bldg #1: 1302 Industrial Blvd, Temple, TX 76504 Loc #2, Bldg #1: 2526 Charter Oak Dr., Temple, TX 76502
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	☒ SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$see remarks		DED: \$25,000			
	YES	NO	N/A		
☒ BUSINESS INCOME ☐ RENTAL VALUE	☒			If YES, LIMIT: Actual Loss Sustained; # of months:	
BLANKET COVERAGE	☒			If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	☒			Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	☒				
IS DOMESTIC TERRORISM EXCLUDED?	☒				
LIMITED FUNGUS COVERAGE	☒	☒		If YES, LIMIT: DED:	
FUNGUS EXCLUSION (If "YES", specify organization's form used)	☒				
REPLACEMENT COST	☒				
AGREED VALUE	☒				
COINSURANCE	☒	☒		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	☒			If YES, LIMIT: DED:	
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	☒			If YES, LIMIT: \$1,000,000 DED:	
- Demolition Costs	☒	☒		If YES, LIMIT: DED:	
- Incr. Cost of Construction	☒	☒		If YES, LIMIT: DED:	
EARTH MOVEMENT (If Applicable)	☒			If YES, LIMIT: \$2,000,000 DED: \$25,000	
FLOOD (If Applicable)	☒	☒		If YES, LIMIT: DED:	
WIND / HAIL INCL ☒ YES ☐ NO Subject to Different Provisions:	☒			If YES, LIMIT: DED: 3%	
NAMED STORM INCL ☐ YES ☐ NO Subject to Different Provisions:		☒		If YES, LIMIT: DED:	
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		☒			

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE	☒ LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE			
NAME AND ADDRESS Education Service Center, Region 10 400 E Spring Valley Rd Richardson, TX 75081			AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY KENNY PAYSSE INSURANCE AGENCY		NAMED INSURED ARTCO-BELL CORPORATION	
POLICY NUMBER Y-630-A6385307-TIL-24		1302 INDUSTRIAL BLVD TEMPLE, TX 76504	
CARRIER Travelers Property Casualty Co of Americ	NAIC CODE	EFFECTIVE DATE: 12/31/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 28 FORM TITLE: Evidence of Commercial Property Insurance**Blanket Coverage:****Business Personal Property Excluding Stock: \$21,736,970****Stock \$31,000,000****Loc #1, Bldg #1: 1302 Industrial Blvd, Temple, TX 76504****Buildings: \$33,651,842****Business Income: \$21,952,695****RFP # EQ-052920-01****Public Opening Location: Region 10 ESC, 400 E Spring Valley Road, Richardson, TX
75081****10 day notice of cancellation for non payment of premium**

ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT

NOTE: This agreement is provided as a model agreement which winning supplier will enter into upon award with Equalis Group. Respondents are asked not to respond with redlines for this model contract. Respondent should complete the Equalis Group Administration Agreement Declaration form found in section two of the Proposal Submission and Required Forms document. In this form, the respondent will need to indicate acceptance of these terms, or if they wish to negotiate.

THIS ADMINISTRATION AGREEMENT (this "**Agreement**"), effective as of **July 1, 2025** (the "**Effective Date**"), is entered into by and between **Winning Supplier**, ("**Winning Supplier**") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5540 Granite Parkway, Suite 200, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

- A. Education Service Center, Region 10 ("**Region 10**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B. Region 10 issued request for proposal ("**RFP**") **#R10-1176** on behalf of Region 10 and Equalis Group Members for Furniture and Storage Related Products and Services ("**Products & Services**") and awarded a contract to Winning Supplier.
- C. Region 10 and Winning Supplier entered into that certain master group purchasing agreement (the "**Master Agreement**") **#contract number** effective as of **July 1, 2025** to provide Products & Services to Equalis Group Members.
- D. The Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties.
- E. Equalis Group serves as the contract administrator of the Master Agreement on behalf of Region 10.
- F. Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "**Equalis Services**") as more fully defined in **Appendix B**.
- G. Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".
- H. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

Defined Terms. Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

Appendices. The appendices attached hereto are made a part of this Agreement (if one, an “**Appendix**” or more, “**Appendices**”).

Appendix A defines Winning Supplier’s reporting requirements.

Appendix B sets forth the roles and responsibilities of the Parties.

Appendix C defines the financial terms between the Parties.

Terms in Appendices. In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

Publicity & Joint Marketing.

Publicity. A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

Joint Marketing / Logo & Name Use. Winning Supplier authorizes Equalis to use Winning Supplier’s trademarks, names, and logos as provided by Winning Supplier to Equalis. Equalis authorizes Winning Supplier to use Equalis’ trademarks, names, and logos as provided by Equalis to Winning Supplier. Each Party’s use of the other Party’s trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, neither Party shall have any right, title, or interest in the other Party’s trademarks, names, and logos. Upon termination of this Agreement, each Party shall immediately cease use of the other Party’s trademarks, names, and logos.

SECTION 3. TERMS & CONDITIONS

Contract Administration. Equalis Group shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Region 10, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Equalis Group solely in its capacity as the contract administrator under the Master Agreement.

Express Limitation of Equalis Liability. With respect to any purchases of Products & Services by Region 10 or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a, re-marketer, representative, partner, or agent of any type of the Winning Supplier, Region 10, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by Region 10 or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by Region 10 or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by Region 10 or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

Indemnification. Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Lead Agency by or from Supplier under the Lead Agency Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

Term & Termination. The Term of this Agreement is the same as the Term of the Region 10 Master Agreement. This Agreement shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

Audit of Winning Supplier. Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis, pursuant to the Master Agreement and this Administration Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication, including email.

Addresses for Notices. This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

If to **Winning Supplier:**

Name / Title: Artcobell Corporation

Street Address: 1302 Industrial Boulevard

City/St/Zip: Temple, TX 76504

If to **Equalis:**

Equalis Group LLC

Attn: Eric Merkle, SVP

5540 Granite Parkway, Suite 200

Plano, Texas 75024

Waiver and Modification. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived,

except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

Governing Law; Invalidity. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Richardson, Dallas County, Texas. In the event either Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

Assignment. This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

No Third-Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

Entire Agreement. The Region 10 Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

Titles, Headings & Recitals. The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WINNING SUPPLIER

EQUALIS GROUP, LLC

By: Artcobell Corporation

By: _____

Name: Kevin Smith 

Name: _____

Title: President

Title: _____

Date: April 15, 2025

Date: _____

APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email. Winning Supplier shall electronically provide Equalis with a detailed line-item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at Reporting@EqualisGroup.org. Reports are due on the **fifteenth (15th)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure, multiple levels if necessary
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required
	Admin Fee % *required
	Admin Fee \$ *required

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APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

1. Equalis Services.

1.1. Winning Supplier Sales Representative Training. Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.

1.2. Sales Support. Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular business reviews to monitor Program success, and vii) general contract administration.

1.3. Marketing. Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's master group purchasing agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected master group purchasing agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

2.1. Equalis Group Membership Agreement. Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via www.EqualisGroup.org) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.

2.2. Corporate Commitment. Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.

2.3. Sales Commitment. Winning Supplier commits to market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.

2.4. Marketing Commitment. Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("Plan") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:

2.4.1. Issuing co-branded press release

2.4.2. Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier's websites

2.4.3. Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier

2.4.4. Jointly participating in national and regional conferences

2.4.5. Jointly attending national and regional Equalis Group Member networking events

2.4.6. Designing, publishing, and distributing co-branded marketing materials

2.4.7. Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

1. Administrative Fee.

On or before the fifteenth (15th) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the “**Administrative Fee**”) (percentage to be agreed upon) of the total Winning Supplier revenue (the “**Equalis Group Spend**” or “**Spend**”) invoiced to Program Participants during the prior calendar month. “Spend” shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

2. Case-by-Case Administrative Fee Adjustments.

The Parties understand and acknowledge that Wining Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

3. Rebates or Other Payments.

Insert rebate or other payment language as agreed.



DEALER LIST

Name	City	State	Contact	Phone	Email
Acre	Minneapolis	MN	Renie Larson	952-925-7562	RLarson@acreworkplace.com
A.R. Kropp Co & Sons	Bay Shore	NY	Timothy Kroop	631-549-9240	timothykropp@arkshelving.com
Alaska Educational	Anchorage	AK	Kit Wilson	907-229-1655	kitw@akedproducts.com
All Makes Office Equipment	Omaha	NE	Mike Miten	402-977-3030	mikem@allmakes.com
American Design Associates	Parkville	MD	Theresa Alcarese	410-823-5500	theresa@americandesignonline.com
Arizona Furnishings	Phoenix	AZ	John Pojunos (JP)	602-484-7331	jp@furnishaz.com www.furnishaz.com
BFI Furniture	Elizabeth	NJ	Peter Gato	973-795-6403	pgato@bffurniture.com
Blankenship Associates	Raleigh	NC	Caroline McCormac	919-787-1346	cmccormac@blankenshipassociates.com
Campbell Keller	Sacramento	CA	Craig Campbell	916-231-9236	ccampbell@campbellkeller.com
Carr & Company	Madison	MS	Michael Carr	727-712-0281	michael@carrandcompany.org
Catalyst Workplace	Tacoma	WA	Eden Magnusson	253-389-3883	emagnusson@catalystactivation.com
Catholic Purchasing Services	Newton	MA	Paul Mariano	617-965-4343	pmariano@catholicpurchasing.org
Create Spaces	Olympia	WA	JT Miranda	509-747-2636	jmiranda@createspaces.com
Decker Equipment	Vassar	MI	Bob Hamilton	800-762-4899	bob@deckerequip.com
Dimobili	Chile	Intl	Cristian Morales		cmorales@dimobili.cl
Educational Furniture LTD	Muncie	IN	Matt Simmons	765-286-9041	matt@edfurn.com
Educational Interiors, Inc	Brandon	MS	Cris Vinson	601-953-8127	Cris Vinson cvinson@edinteriors.com
EduTek Corporation	Salt Lake City	UT	Peter Vanderhoof	801-747-0050	pvanderhoof@edutekcorp.com
Ernie Morris Enterprises	Bushnell	FL	Ron Morris	352-793-2745	rmorris@erniemorris.com
		GA	Adin Burchfield	678-771-8364	aburchfield@erniemorris.com
Esol Education FZ LLC	Egypt	Intl	Hazem Girgis	202-2249-0200	hgirgis@esoleducation.com

Fisher Hawaii	Honolulu	HI	Ric Gonzalez	808-687-5214	ricg@FisherHawaii.net
FM Office Express	East Rochester	NY	Ann Miller-Michaels	585-238-2827	amiller-michaels@merkel.com
Frank Cooney Company	Wood Dale	IL	Greg Cooney	630-694-8800	gregory@frankcooney.com
FSI Office	Charlotte	NC	Bill Waide	704-679-5600	bill.waide@fsioffice.com
Gulf Coast Business Supply	Gulfport	MS	Wes Rea	228-831-1019	wes@gcbs.net
Health & Educational Equip	Bohemia	NY	Steve Myers	631 563 6500	steve@hneequipment.com
Herald Office	Dillon	SC	Hunter Jordan	800 922 3535 x1169	hunter@heraldoffice.com
HiTouch Business Services	Billings	MT	Vic Shay	406-248-7881	vics@360-os.com
Hyphn	Portland	OR	Kate Withiam	503-913-9842	kate.withiam@hyphn.com
Illini Supply, Inc.	Forsyth	IL	Deborah Born	217-877-6551	deborah.born@illinisupply.com
Indeco Sales, Inc.	Belton	TX	Kevin Goldston	254 939 5742	kevin.goldston@indecosales.com
Innovative Office Solutions	Burnsville	MN	Bob Nelson	952-698-9248	bnelson@innovativeos.com
Integrity Furniture & Equip.	Longview	TX	Drew Coleman	888-660-8639	drew@integrityfurniture.com
Interior Environment, LLC	Novi	MI	Steve Cojei	248-921-1700	scojei@ieoffices.com
Interior Systems Inc	West End	NC	Mark Goudy	910-673-0633	mgoudy.isi@wildblue.net
Interiors by Guernsey	Chantilly	VA	Phil Allin	703-788-3398	phil@interiorsbyguernsey.com
Interphase Interiors	Grand Rapids	MI	Dave Shaffer	231-941-4454	daveshaffer@interphaseinc.com
L&M Office Furniture	Tulsa	OK	Jim Stewart	918-664-1010	jims@l-mofficefurn.com
Lee Distributors Inc	Vernon	NJ	Jim Lancelotti	973 764 9191	leedist@warwick.net
Louisiana School Equipment	Baton Rouge	LA	Jerry Bouvier	337-278-3941	jerrybouvier@aol.com
M&M Office Interiors	Pewaukee	WI	Peter Kordus	262-781-2600	pkordus@mmoffice.com
Midwest Educational Furnish	Lake Zurich	IL	Dave Welter	847-847-7519	dwelter@mwfurnishings.com
Moser Corporation	Rogers	AR	Matt Rains	479-636-3481	mrains@mosercorporation.com
National Heritage Academies		MI	Angela Wilbur	616-954-2256	awilbur@nhaschools.com
Nickerson Corporation	Bay Shore	NY	Mike Walsh	631-666-0200 x223	mwalsh@nickersoncorp.com
OEC - Office Environment Co	Boise	ID	Rachael Ross	208-385-0507 x111	rross@oecboise.com

OEI-VT	S Burlington	VT	Daniel Woodworth	802-864-3000	dwoodworth@oie-vt.com
Office & Ergonomic Solutions	Rancho Cucamonga	CA	Preston Evans	877-637-3678	preston@oesofficefurniture.com
OFS Interiors	Holladay	UT	Nate Warner	801-232-7000	nate@ofsinteriors.com
One Work Place	Sacramento	CA	Blair Gould	916-281-4980	blaire@oneworkplace.com
OS Schools	Colorado Springs	CO	Lee Stapp	719-574-1113	lstapp@officescapes.com
Palace Office Interiors	Santa Cruz	CA	Tracy Crockett	831-476-3815	tracyc@gopalace.com
Pediatric Office Furniture	Cypress	TX	Jeanette Taylor	877-769-8401	info@pediatricofficefurniture.com
Pigott	DesMoines	IA	Madison Schulte	563-214-8424	Madison.Schulte@pigottnet.com
Red Thread Spaces LLC	Boston	MA	Mary Sauvageau	860-291-5780	msauvageau@red-thread.com
School Equipment, Inc.	Albuquerque	NM	Tammy Huerena	505-888-5959	thuerena@seinm.com
Schoolhouse Products - CAN	Markham	ON	Hart Sernick	905-475-7737	hart@schoolhouseproducts.com
Schoolhouse Products - FL	Tampa	FL	Walter Posusta	800-942-3360	walter@schoolhouseproducts.com
Shelby Distributions	El Paso	TX	Michelle Curry	915-590-3050	ccurry@shelbydistributions.com
Signature Products, Inc.	Debary	FL	Mike Monahan	407-299-0896	mike@signatureschoolproducts.com
SSI Furnishing	Liberty	MO	Mike Sigsbee	816-792-2700	msigsbee@ssifurnishings.com
Stinsons	Bakersfield	CA	Roberto Vasquez	661-634-4314	rvasquez@stinsons.com
Storr Office Environments	Raleigh	NC	Nicole McGregor	336-217-4507	jmcgregor@storr.com
STS Innovative	Harrisburg	PA	Jennifer Peck	717-985-9700	
Tanner North Jersey, Inc.	Howell	NJ	Cipi Guttman	888-722-0087	cipi@tannernj.com
Terrell Enterprises	Greenville	AL	Al Brannon	334-382-7415	al@terrellenterprises.com
Tom Sexton & Associates	Walton	KY	Mark Edwards	859-485-7065	mark.e@tomsextonfurniture.com
US Office Solutions	Washington	DC	Yelake Meseretu	202-526-8767	ymeseretu@usofficesolution.com



Artco-Bell Corporation

**Financial Statements
as of and for the Years Ended
December 30, 2023 and December 31, 2022 and
Independent Auditors' Report**

MAXWELL LOCKE & RITTER LLP | Accounting & Advisory

AUSTIN 401 Congress Avenue, Suite 1100, Austin, TX 78701

ROUND ROCK 411 West Main Street, Suite 300, Round Rock, TX 78664

MLRPC.COM

Independent Auditors' Report

To the Board of Directors and Stockholders of
Artco-Bell Corporation:

Opinion

We have audited the accompanying financial statements of Artco-Bell Corporation (a Texas corporation) (the "Company"), which comprise the balance sheets as of December 30, 2023 and December 31, 2022, and the related statements of income, stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 30, 2023 and December 31, 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 2 to the financial statements, the Company changed its method of accounting for leasing transactions due to the adoption of Accounting Standards Update No. 2016-02, *Leases (Topic 842)* on January 2, 2022. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Maxwell Locke & Ritter LLP

Austin, Texas
April 29, 2024

Artco-Bell Corporation

Balance Sheets

December 30, 2023 and December 31, 2022

	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	\$ 2,442,483	\$ 3,682,307
Accounts receivable, net	4,130,464	3,443,626
Income taxes receivable	300,506	-
Current portion of related party note receivable	427,500	-
Inventories, net	13,484,914	16,974,556
Prepaid expenses and other current assets	1,053,886	228,974
Total current assets	21,839,753	24,329,463
Related party note receivable, net of current portion	143,930	1,000,000
Property and equipment, net	11,625,312	10,539,418
Operating lease right-of-use assets	6,201,802	4,894,709
Deposits	50,000	50,000
Total	<u>\$ 39,860,797</u>	<u>\$ 40,813,590</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 1,847,325	\$ 3,318,563
Accrued expenses	1,813,164	2,196,516
Related party accrued interest	396,686	1,299,064
Income taxes payable	91,675	1,146,245
Line of credit	-	353,054
Current portion of long-term debt and debt issuance costs	1,188,429	1,207,755
Current portion of operating lease obligations	1,340,562	1,248,423
Total current liabilities	6,677,841	10,769,620
Long-term debt, net of current portion and debt issuance costs	9,608,966	9,833,754
Operating lease obligations, net of current portion	4,940,803	3,682,971
Deferred income tax liability, net	1,457,813	1,261,034
Total liabilities	22,685,423	25,547,379
Stockholders' equity	17,175,374	15,266,211
Total	<u>\$ 39,860,797</u>	<u>\$ 40,813,590</u>

See notes to financial statements.

Artco-Bell Corporation

Statements of Income

Years Ended December 30, 2023 and December 31, 2022

	2023	2022
Revenues, net	\$ 64,932,386	\$ 67,147,454
Cost of goods sold	52,368,355	55,742,813
Gross margin	12,564,031	11,404,641
Operating expenses:		
Salaries and wages	3,707,839	3,212,088
Freight	1,567,103	1,783,102
Marketing	366,713	257,071
Contract labor and maintenance	279,393	259,167
Professional fees	269,145	395,013
Travel and entertainment	240,383	128,042
Other	584,019	243,825
Total operating expenses	7,014,595	6,278,308
Income from operations	5,549,436	5,126,333
Other income (expense):		
Interest expense	(1,032,012)	(866,448)
Other income (expense)	(17,734)	241,000
Total other expense, net	(1,049,746)	(625,448)
Income before income taxes	4,499,690	4,500,885
Income tax expense	1,086,957	1,096,903
Net income	\$ 3,412,733	\$ 3,403,982

See notes to financial statements.

Artco-Bell Corporation

Statements of Stockholders' Equity Years Ended December 30, 2023 and December 31, 2022

	Common Stock		Additional Paid-in Capital	Retained Earnings	Total
	Shares	Amount			
Balance, January 1, 2022	100,000	\$ 100,000	\$ 5,000,000	\$ 6,762,229	\$ 11,862,229
Net income	-	-	-	3,403,982	3,403,982
Balance, December 31, 2022	100,000	100,000	5,000,000	10,166,211	15,266,211
Dividends	-	-	-	(1,503,570)	(1,503,570)
Net income	-	-	-	3,412,733	3,412,733
Balance, December 30, 2023	100,000	\$ 100,000	\$ 5,000,000	\$ 12,075,374	\$ 17,175,374

The Company is authorized to issue 10,000,000 shares of common stock with a par value of \$1 per share.

See notes to financial statements.

Artco-Bell Corporation

Statements of Cash Flows

Years Ended December 30, 2023 and December 31, 2022

	2023	2022
Cash Flows from Operating Activities:		
Net income	\$ 3,412,733	\$ 3,403,982
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	1,010,317	773,880
Credit loss recoveries	(28,293)	(172,753)
Provision for obsolete inventory	(420,404)	271,016
Deferred tax expense (benefit)	196,779	(93,619)
Non-cash interest expense	16,155	31,480
Non-cash lease expense	1,470,584	939,675
Changes in assets and liabilities that provided (used) cash:		
Accounts receivable	(658,545)	5,358,212
Income taxes receivable	(300,506)	-
Inventories	3,910,046	(2,994,883)
Prepaid expenses and other current assets	(824,912)	(82,391)
Accounts payable	(1,471,238)	346,726
Accrued expenses	(383,352)	(87,627)
Income taxes payable	(1,054,570)	1,103,522
Related party accrued interest	(902,378)	(347,728)
Operating lease obligations	(1,427,706)	(902,990)
Net cash provided by operating activities	2,544,710	7,546,502
Cash Flows from Investing Activities-		
Purchases of property and equipment	(2,096,211)	(1,498,452)
Cash Flows from Financing Activities:		
Borrowings on long-term debt	-	323,423
Payments on long-term debt	(213,002)	(284,167)
Borrowings on line of credit	64,200,000	73,879,066
Payments on line of credit	(64,553,054)	(76,367,261)
Payment of debt issuance costs	(47,267)	-
Dividend payments	(1,075,000)	-
Net cash used in financing activities	(1,688,323)	(2,448,939)
Net change in cash and cash equivalents	(1,239,824)	3,599,111
Cash and cash equivalents, beginning of year	3,682,307	83,196
Cash and cash equivalents, end of year	<u>\$ 2,442,483</u>	<u>\$ 3,682,307</u>
Supplemental Cash Disclosures:		
Interest paid in cash	<u>\$ 1,938,016</u>	<u>\$ 1,182,696</u>
Income taxes paid in cash	<u>\$ 2,245,253</u>	<u>\$ 87,000</u>
Supplemental Non-Cash Disclosures:		
Dividend payment applied to note receivable (Note 10)	<u>\$ 428,570</u>	<u>\$ -</u>
Operating lease obligations resulting from the addition of right-of-use assets	<u>\$ 2,638,827</u>	<u>\$ 5,733,569</u>

See notes to financial statements.

Artco-Bell Corporation

Notes to Financial Statements

Years Ended December 30, 2023 and December 31, 2022

1. Organization

Artco-Bell Corporation (the “Company”) is headquartered in Temple, Texas. The Company designs, manufactures, and sells classroom furniture to school districts through a dealer network, primarily in the United States and Canada.

2. Summary of Significant Accounting Policies

Basis of Presentation - The accompanying financial statements are presented in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) as defined by the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification. The Company’s fiscal year is a 52-53 week fiscal year that ends on the Saturday nearest to December 31. Each fiscal year had 364 days.

Use of Estimates - The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the reported amounts of revenues and expenses during the reporting period. Actual results may significantly differ from such estimates.

Cash and Cash Equivalents - The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Accounts Receivable - Accounts receivable are recorded based on contracted prices when the Company has an unconditional right to payment under the terms of the contract. The Company continually monitors each customer’s creditworthiness and recognizes allowances for estimated credit losses on customer accounts based on factors such as the age of the receivable balance, historical experience, current economic conditions, and reasonable and supportable forecasts. As of December 30, 2023 and December 31, 2022, the allowance for estimated credit losses totaled \$2,994 and \$31,287, respectively.

Inventories - Inventories are stated at the lower of cost or net realizable value. Cost includes the acquisition cost of purchased goods, labor and overhead and is determined using the average cost method. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Management reviews inventories for slow-moving and obsolete items and records a specific reserve as necessary.

Property and Equipment - Property and equipment are stated at historical cost. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized over the shorter of the lease term or the estimated useful lives of the assets. Land and construction-in-progress are not depreciated. Upon the sale or retirement of assets, the related cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is recognized in earnings for the period. Maintenance and repair costs are expensed as incurred. The estimated useful lives of the principal classes of assets are as follows:

Buildings	30 years
Machinery and equipment	3-7 years
Leasehold improvements	15 years

Change in Accounting Principle for Recently Adopted Accounting Pronouncement - In February 2016, the FASB issued Accounting Standards Update (“ASU”) No. 2016-02, *Leases (Topic 842)*, which supersedes existing guidance for leases under Topic 840, *Leases*. The standard requires the recognition of right-of-use (“ROU”) assets and lease liabilities for all leases, including operating leases. The Company adopted ASU No. 2016-02, as amended (“Topic 842”), on January 2, 2022, using a modified retrospective approach. The Company elected the package of practical expedients at the time of adoption which allowed entities to: 1) not reassess whether any expired or existing contracts were or contained leases; 2) retain the existing classification of lease contracts as of the date of adoption; and 3) not reassess initial direct costs for any existing leases. The Company also elected to use hindsight with respect to lease renewals and purchase options when determining the lease term and in assessing potential impairment of ROU assets and to apply a single discount rate to portfolios of leases. Adoption of the standard required the Company to restate amounts as of January 2, 2022, resulting in an increase in operating ROU assets and an increase in operating lease obligations of \$2,664,960. The adoption did not have a significant impact on the Company’s statement of income.

Leases - The Company leases manufacturing facilities and equipment under noncancelable, long-term lease agreements. Management assesses contracts at inception to determine whether an arrangement is or includes a lease, which conveys the Company’s right to control the use of an identified asset for a period of time in exchange for consideration. A determination is made at inception as to whether the lease is an operating lease or a finance lease, and lease determinations are reassessed in the event of a change in lease terms. ROU assets and the associated liabilities are recognized at the commencement date and initially measured based on the present value of future minimum lease payments over the expected lease term, with ROU assets increased for initial direct costs and prepaid lease payments and reduced by any lease incentives received from the lessor.

The majority of the Company’s lease agreements do not explicitly state the discount rate implicit in the lease; therefore, the Company elects to use a risk-free rate to determine the value of its lease obligations when the implicit rate is not readily determinable. Leases with an initial term of twelve months or less are classified as short-term leases and are not recognized in the balance sheets unless the lease contains a purchase option that is reasonably certain to be exercised. Lease payments for short-term leases are recognized on a straight-line basis over the lease term.

Lease agreements may include periodic adjustments to payment amounts for inflation or other variables, or may require payments for taxes, insurance, maintenance or other expenses, which are generally referred to as non-lease components. The Company elects the practical expedient to account for non-lease components together with the related lease components for all classes of leased assets. Certain lease agreements include renewal options to extend the lease term. Management assesses these options using a threshold of reasonably certain, which is a high threshold; therefore, the Company's lease agreements do not generally include renewal periods for the measurement of the ROU asset and the associated lease liability. For leases the Company is reasonably certain to renew, those options are included in the lease term and the measurement of the ROU asset and the associated lease liability. Lease term, discount rate, variable lease costs and future minimum lease payment determinations require the use of judgment and are based on the facts and circumstances of each lease. Economic incentives, intent, past history and business need are among the factors considered to determine if renewal options are reasonably certain to be exercised. The Company's lease agreements do not contain residual value guarantees or covenants.

Operating lease expense is recorded as rent expense, within costs of goods sold, over the term of the lease on a straight-line basis. Fixed costs for operating leases are composed of initial base rent amounts plus any fixed annual increases. Variable costs for operating leases consist primarily of common area maintenance, taxes and insurance under the facility leases.

Self-Insurance Liability - The Company is self-insured for certain losses related to health insurance and maintains stop-loss coverage with third-party insurers to limit exposure. The estimate of its self-insurance liability contains uncertainty since the Company must use judgment to estimate the ultimate cost that will be incurred to settle reported claims and claims for incidents incurred but not reported as of the balance sheet dates. When estimating its self-insurance liability, the Company considers a number of factors which include, but are not limited to, historical claims experience, demographic factors, severity factors and information provided by independent third-party advisors. As management's estimate of the self-insurance liability contains significant judgment, it is at least reasonably possible that the estimate will change in the near term if claims vary from the calculated projections.

Debt Issuance Costs - Debt issuance costs associated with term debt are recorded as a reduction of the related outstanding debt balance and debt issuance costs associated with line of credit arrangements are included with prepaid expenses and other current assets, and amortized over the term of the related debt arrangement using the effective interest rate method.

Income Taxes - The Company files income tax returns in the U.S. federal jurisdiction and the state of Texas. Income taxes are accounted for under the liability method whereby deferred tax assets and liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. Valuation allowances are established when considered necessary to reduce the net deferred tax assets to amounts which are more likely than not to be realized.

The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the relevant taxing authority based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. Management evaluated the Company's tax positions for all open tax years and believes the Company had no material uncertain tax positions and recorded no related interest or penalties as of and for the years ended December 30, 2023 and December 31, 2022.

Revenue Recognition - Revenue is recognized when promised goods are transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods by following a five-step process: 1) identify the contract with a customer, 2) identify the performance obligations in the contract, 3) determine the transaction price, 4) allocate the transaction price, and 5) recognize revenue when or as the Company satisfies a performance obligation.

The Company's contracts with customers contain a single performance obligation for the sale of classroom furniture. Revenue from the sale of classroom furniture is recognized at the point in time product control is transferred to the customer upon shipment or delivery, based upon applicable shipping terms. No payment terms beyond one year are granted at contract inception as payment terms are generally thirty to sixty days. The Company does not collect sales tax on transactions. The Company offers a limited lifetime assurance warranty for defects in materials or construction, which is customary in the industry.

Most contracts include some form of variable consideration, which is recorded as a reduction in revenue when revenue is recognized. The most common form of variable consideration is sales returns. The Company uses the expected value method to determine the variable consideration. The Company reviews and updates its estimates and related accruals of variable consideration each period based on the terms of the agreements, historical experience, and any recent changes in the market. There is no right of return unless the Company specifically approves the return in writing and the customer is responsible for a restocking fee. Returned items have value to the Company; therefore, the Company records an asset for the right to recover returned products at the carrying amount of the goods at the time of the sale, less any expected costs to recover and/or repair the goods and any expected reduction in value. As of December 30, 2023 and December 31, 2022, there was no liability for sales returns or related right of return asset, as historical returns have not been significant. Point of purchase displays and marketing allowances are paid in exchange for distinct services provided by the Company's customers; therefore, they are recognized as advertising and marketing expense and not as a component of the transaction price in the customer contracts.

Shipping and Handling - The Company elects to treat shipping costs incurred by the Company after control of a product has transferred to a customer as a fulfillment cost. Accordingly, shipping and handling fees billed to customers are included in the transaction price allocated to the performance obligation of providing goods rather than as a separate performance obligation. For the years ended December 30, 2023 and December 31, 2022, shipping and handling costs billed to customers are included in revenues and totaled \$1,785,479 and \$2,086,212, respectively. The Company accrues for estimated shipping and handling costs payable to carriers in operating expenses when revenue is recognized for the sale of the related goods.

Costs to Obtain or Fulfill a Contract - The Company does not incur significant costs to obtain or fulfill contracts requiring capitalization.

Advertising Costs - Advertising costs are expensed as incurred and were not significant during the years ended December 30, 2023 and December 31, 2022.

Concentrations - Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents and accounts receivable. The Company places its cash with a limited number of high-quality financial institutions and may exceed the amount of insurance provided on such deposits. As of December 30, 2023 and December 31, 2022, three customers represented 64% and one customer represented 20% of gross accounts receivable, respectively.

The Company is also subject to concentrations in the volume of business transacted with particular customers and suppliers. One related party customer (the “Related Customer”) represented 26% and 29% of revenues during the years ended December 30, 2023 and December 31, 2022, respectively. Two third-party customers represented 26% of revenues and one third-party customer represented 11% of revenues during the years ended December 30, 2023 and December 31, 2022. One supplier accounted for 15% of cost of goods sold during the year ended December 31, 2022 and there were no supplier concentrations for the year ended December 30, 2023.

Variable Interest Entities - The Company elects to use the private company accounting alternative for variable interest entities (“VIE”). Accordingly, if the Company’s parent entity has a direct or indirect controlling financial interest in both the Company and the variable interest entity being evaluated for consolidation under the voting interest model, then the private company exemption applies and the Company is exempt from evaluating the entity for consolidation under the VIE model.

Reclassifications - Certain amounts in the prior year have been reclassified to conform to the presentation adopted in the current year. Total stockholders’ equity and net income are unchanged due to these reclassifications.

3. Inventories

Inventories consisted of the following as of December 30, 2023 and December 31, 2022:

	2023	2022
Raw materials	\$ 8,256,772	\$ 10,778,839
Work-in-process	2,170,878	2,438,297
Finished goods	3,802,558	4,923,118
	14,230,208	18,140,254
Less: reserve for excess and obsolescence	(745,294)	(1,165,698)
Total inventories, net	<u>\$ 13,484,914</u>	<u>\$ 16,974,556</u>

4. Property and Equipment

Property and equipment consisted of the following as of December 30, 2023 and December 31, 2022:

	2023	2022
Buildings	\$ 8,460,000	\$ 8,460,000
Machinery and equipment	8,042,932	6,519,937
Leasehold improvements	992,342	757,313
	17,495,274	15,737,250
Less: accumulated depreciation and amortization	(7,831,535)	(6,827,218)
Construction-in-progress	1,221,573	889,386
Land	740,000	740,000
Total property and equipment, net	<u>\$ 11,625,312</u>	<u>\$ 10,539,418</u>

5. Leases

The following is a summary of the Company's lease expense for the years ended December 30, 2023 and December 31, 2022:

	2023	2022
Operating lease expense	\$ 1,470,584	\$ 939,675
Variable lease expense	459,724	330,606
Short-term lease expense	-	45,000
Total	<u>\$ 1,930,308</u>	<u>\$ 1,315,281</u>

Future minimum lease payments due under long-term lease agreements, excluding payments for real estate taxes and common area maintenance, as of December 30, 2023 were as follows:

2024	\$ 1,506,355
2025	1,533,184
2026	1,440,423
2027	1,440,692
2028	781,940
Total minimum lease payments	6,702,594
Less amounts representing interest	(421,229)
Present value of minimum lease payments	6,281,365
Less current portion of operating lease obligations	(1,340,562)
Operating lease obligations, net of current portion	<u>\$ 4,940,803</u>

As of December 30, 2023 and December 31, 2022, operating leases had a weighted average remaining lease term of 4.49 and 5.69 years, respectively, and a weighted average discount rate of 3.00% and 2.43%, respectively. As of December 30, 2023, the Company had two operating lease commitments that had not yet commenced. These lease commitments have a lease term of approximately five to six years and commenced during 2024. The additional lease liability associated with these lease commitments is \$219,863.

6. Warranty Reserve

The changes in the warranty reserve, included in accrued expenses, were as follows:

Balance, January 1, 2022	\$ 199,880
Provision	618,172
Warranty payments	<u>(409,026)</u>
Balance, December 31, 2022	409,026
Provision	(18,717)
Warranty payments	<u>(340,919)</u>
Balance, December 30, 2023	<u>\$ 49,390</u>

7. Borrowing Arrangements

Borrowing arrangements consisted of the following as of December 30, 2023 and December 31, 2022:

	2023	2022
\$8,000,000 revolving line of credit (the “LOC”) with a bank (increases to \$15,000,000 from April through August annually); subject to a Borrowing Base; interest due monthly at the Base Rate plus 0.25%, as defined (8.75% and 7.25% as of December 30, 2023 and December 31, 2022, respectively); unpaid principal and accrued interest due March 20, 2026.	\$ -	\$ 353,054
\$10,000,000 subordinated related party promissory note (the “Related Party Note”) with an entity that has ownership in common with the Company; interest at 5.00%; quarterly payments of \$250,000 plus interest subject to certain restrictions; secured by substantially all assets of the Company; unpaid principal and accrued interest due April 30, 2026.	10,000,000	10,000,000
\$1,550,000 term loan (the “Term Loan”) with a bank; presented net of unamortized debt issuance costs of \$36,359 interest at the Base Rate plus 1.00% (8.46% and 7.47% as of December 30, 2023 and December 31, 2022, respectively); monthly payments of principal plus interest; unpaid principal and accrued interest due March 20, 2026.	797,395	718,086
\$500,000 advancing capital expenditure loan (the “CapEx Loan”) with a bank; funding available through March 20, 2025; interest at the Base Rate plus 1.00% (8.46% and 7.47% as of December 30, 2023 and December 31, 2022, respectively); monthly payments of principal plus interest; unpaid principal and accrued interest due March 20, 2026.	-	323,423
Total borrowing arrangements	10,797,395	11,394,563
Less: line of credit	-	(353,054)
Less: current maturities of long-term debt	(1,188,429)	(1,207,755)
Total long-term debt, net	<u>\$ 9,608,966</u>	<u>\$ 9,833,754</u>

The Company is obligated under an amended Loan and Security Agreement (the “Agreement”), which provides for the LOC, Term Loan and CapEx Loan (collectively, the “Senior Debt”). In January 2023, the Agreement was primarily amended to: 1) reduce the available LOC to \$8,000,000, except for the period from April 1 through August 31 in which it increases to \$15,000,000 annually; 2) establish a funding deadline for the CapEx Loan; 3) refinance the outstanding CapEx Loan balance under the Term Loan and revise the associated payment terms; and 4) extend the maturity date to March 20, 2026. The Agreement disallows any payments on the Related Party Note unless the Company meets certain calculation thresholds, but in no event will payments of principal and accrued interest exceed \$1,500,000 annually.

The Agreement is secured by substantially all assets of the Company and contains a cross-default provision, which would cause a default if a default on any Senior Debt occurs. The Agreement also contains certain financial covenant restrictions, including minimum financial statement ratios and maximum capital expenditure and Cash Burn thresholds, as defined. The Agreement contains both a lockbox arrangement and a subjective acceleration clause. As a result, any outstanding balance on the LOC will be reflected as a current liability in the balance sheet.

Future principal maturities of all outstanding borrowing arrangements and future amortization of debt issuance costs consisted of the following as of December 30, 2023:

	Principal	Amortization of Debt Issuance Costs	Borrowing Arrangements, net
2024	\$ 1,204,185	\$ (15,756)	\$ 1,188,429
2025	1,204,185	(15,756)	1,188,429
2026	8,425,384	(4,847)	8,420,537
Total	<u>\$ 10,833,754</u>	<u>\$ (36,359)</u>	<u>\$ 10,797,395</u>

8. Income Taxes

The components of income tax expense were as follows for the years ended December 30, 2023 and December 31, 2022:

	2023	2022
Current:		
Federal	\$ 815,456	\$ 1,045,062
State	74,722	145,460
Total current	890,178	1,190,522
Deferred-		
Federal	196,779	(93,619)
Total	<u>\$ 1,086,957</u>	<u>\$ 1,096,903</u>

Deferred tax assets totaling \$590,716 and \$1,754,230 as of December 30, 2023 and December 31, 2022, respectively, were primarily comprised of temporary differences for inventory, accrued expenses, and capitalized research and development costs. Deferred tax liabilities totaling \$2,048,529 and \$3,015,264 as of December 30, 2023 and December 31, 2022, respectively, were comprised of temporary differences for depreciable and amortizable assets and prepaid expenses.

The Company's provision for income taxes differs from the expected tax expense amount computed by applying the statutory federal income tax rate of 21% to income before income taxes primarily as a result of state income taxes and permanent differences.

9. Retirement Plan

The Company has a 401(k) plan for the benefit of substantially all employees who meet certain age and service requirements. The Company may make a discretionary employer matching contribution, although no employer contribution was elected during the years ended December 30, 2023 and December 31, 2022.

10. Related Parties

The Company is owned by two stockholders, the "Majority Stockholder" and the "Minority Stockholder." During 2020, the Majority Stockholder acquired additional interests in the Company from the Minority Stockholder, which was funded through a \$1,000,000 note receivable from the Company (the "Related Party Note Receivable"). The Related Party Note Receivable accrues interest at 1.53%, 30% of all declared dividends payable to the Majority Stockholder shall be applied to the outstanding note receivable balance, and any unpaid principal and accrued interest are due upon maturity on March 20, 2029. As of and for the years ended December 30, 2023 and December 31, 2022, related party accrued interest receivable and interest income was not significant.

Related party interest expense incurred on the Related Party Note (Note 7), which is payable to an entity related to the Majority Stockholder, totaled \$498,630 for each of the years ended December 30, 2023 and December 31, 2022.

During the years ended December 30, 2023 and December 31, 2022, the Company recognized revenue of \$16,894,750 and \$19,464,830, respectively, from the Related Customer (Note 2), an entity that has ownership in common with the Company. As of December 30, 2023 and December 31, 2022, the Company had related party accounts receivable from the Related Customer totaling \$1,512,302 and \$702,377, respectively.

The private company exemption applies to the issuer of the Related Party Note and the Related Customer, two related party entities that the Company is exempt from evaluating for consolidation under the VIE model. If these entities ceased operations, revenues may decrease and the related outstanding accounts receivable could become uncollectible. Aside from these considerations, the Company believes it is not practicable to quantify its exposure to any loss resulting from its involvement with the VIEs.

During the year ended December 31, 2022, the Company purchased materials totaling \$1,694,095 from an entity that has ownership in common with the Company, of which \$32,421 was payable as of December 31, 2022. In addition, the Company recognized revenue from this entity totaling \$345,490 during the year ended December 31, 2022. This entity ceased operations during 2023.

11. Subsequent Events

The Company evaluated subsequent events through April 29, 2024 (the date the financial statements were available to be issued).

In February 2024, the Board of Directors declared a dividend as of January 1, 2024 of \$15 per share, or \$1,500,000.



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JOURNEY TO TRANSFORM LEARNING



You're embarking
on a journey.

And Artcobell is there to help you
along the way. This guide links you
to resources designed to make each
stage a little easier.

Come along with us!

DREAM

PLAN

SELECT

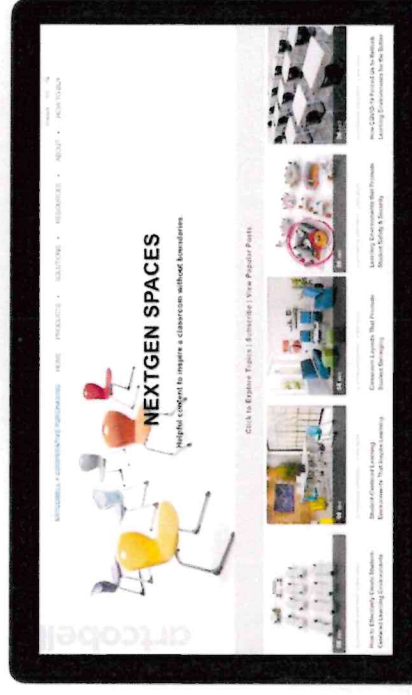
IMPLEMENT

TRAIN

Dream

Define your "why"

American author, Simon Sinek, encourages us to clearly define our "why" before making any transformation. This guiding principle or purpose provides us with the framework we need to shape our thinking and actions, allowing us to be more innovative, more successful, and inspire others.



Website Tools:

NXTGEN Spaces
Blog



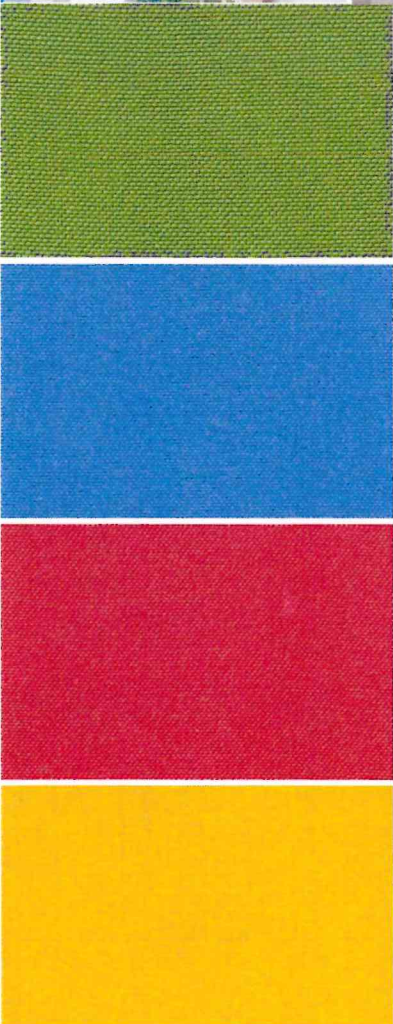
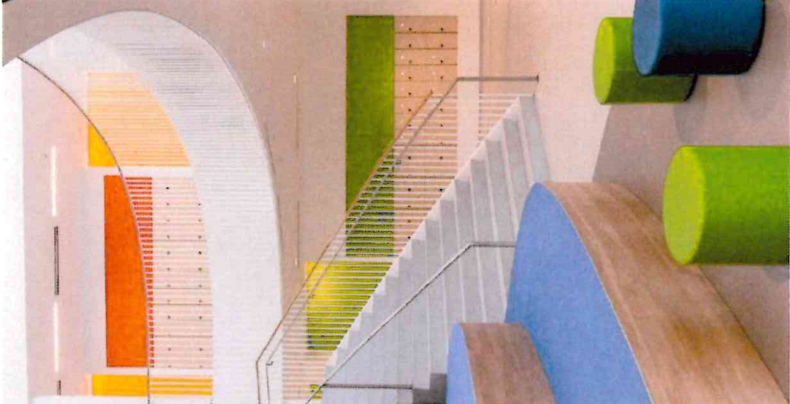
Image Gallery



Case Studies



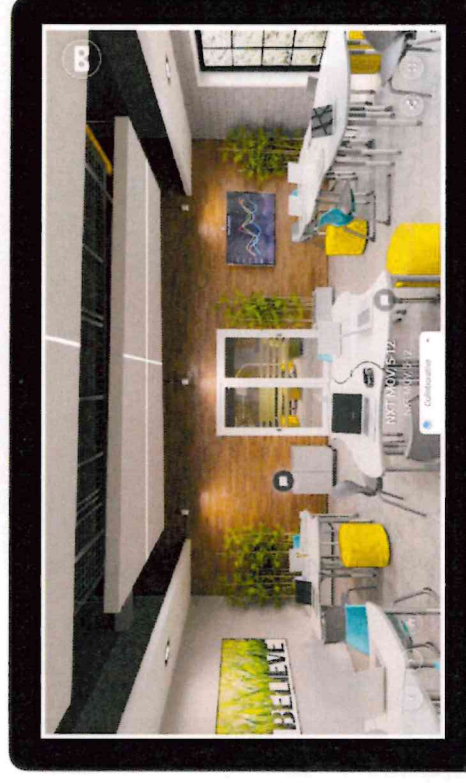




Color Psychology:
For Educational Environments

Plan

Align solutions to your learning strategies. Identify layouts and concepts that address the specific needs of your teaching + learning.



Scan or click to view the
NXT MOV® classroom
and others in the virtual
showroom.





**ARTCOBELL'S
SOLUTIONS FOR
LEARNING SPACES**

Can furniture help create an environment that promotes student engagement and impacts student achievement? Artcobell's tenured Learning Environments Leader Patricia Cauligan, M.Ed., offers solutions designed to promote comfort, configurability, mobility, and accessibility in a variety of modern learning environments that are personalized, active, and collaborative. Learn more by exploring these Solutions below.

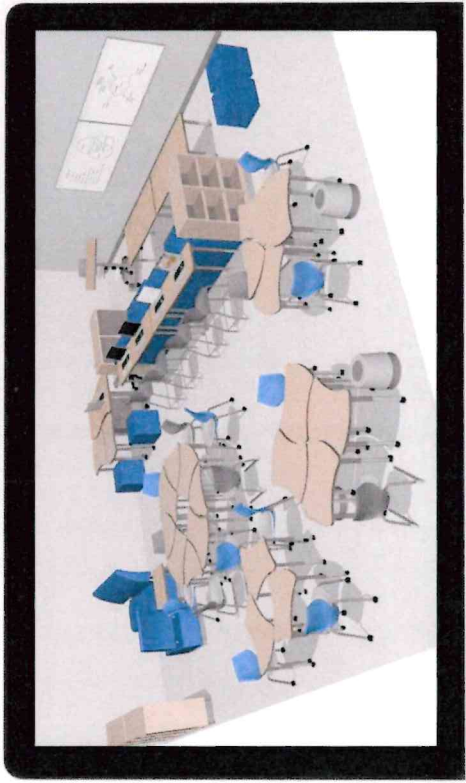




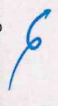


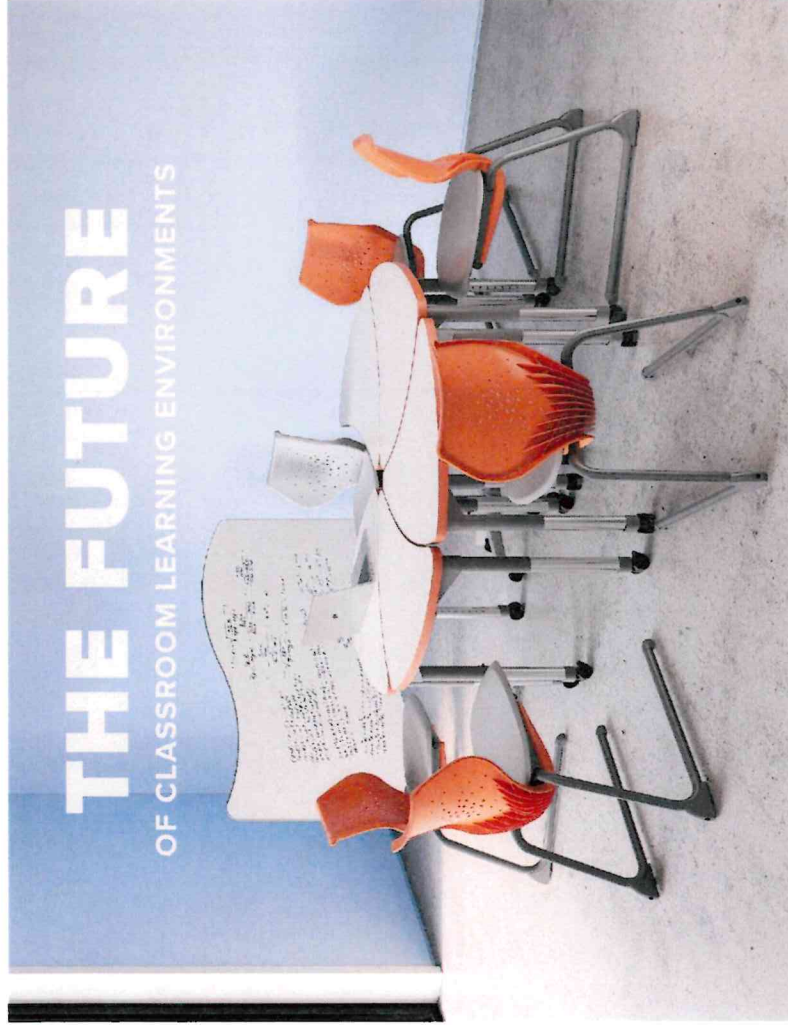



Solutions for
learning spaces



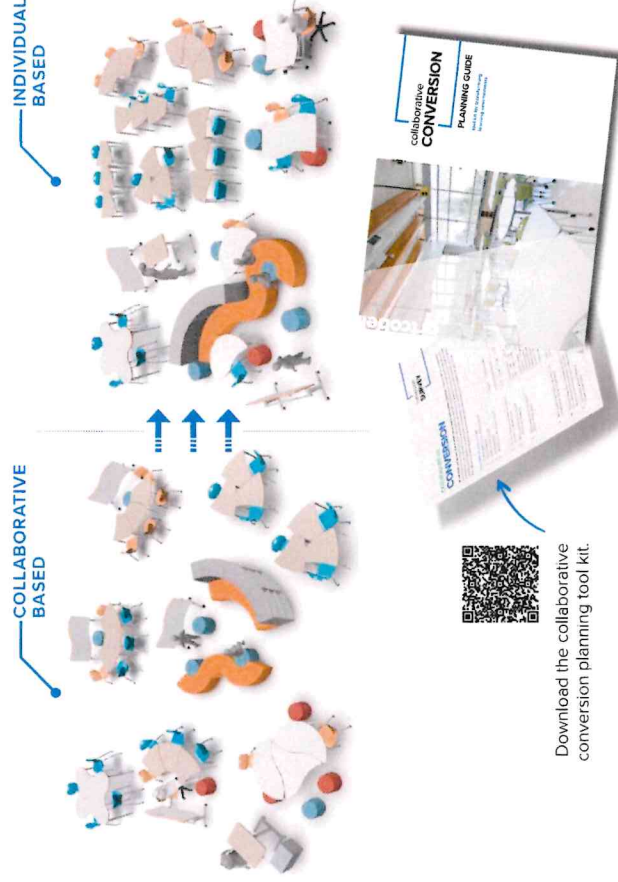
Browse the CET planning typicals gallery, download your favorites, and insert into your drawings.





RECONFIGURE

Convert your **COLLABORATIVE BASED** learning environment where students can defend their ideas to an **INDIVIDUAL BASED** learning environment where they can receive direct instruction and breakout into small groups



Select

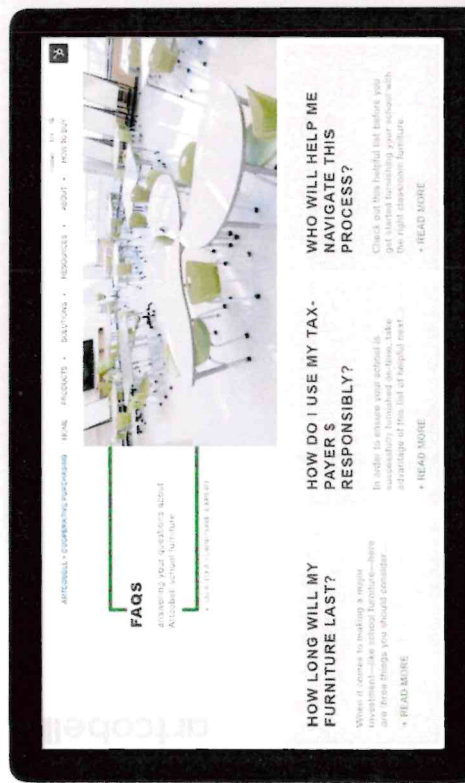
You've wrestled with the why and the what of your transformation. How are you going to do it? Here's where you will identify the specific tools (furniture) to facilitate the change you want.



Scan or click to view the
Artcobell product catalog.



Ready to buy?
Connect with an Artcobell
dealer to get started



All your questions about Artcobell school furniture answered here!



COMPLIMENTARY DESIGN SERVICES YOU ASKED. WE DELIVERED!

Work together with our seasoned design team to discover how Artcobell furniture can help you transform your learning spaces.

- Expert consultants provide an efficient and stress-free planning process, including:**
- Furniture Space Planning
 - Design Inspiration and Consultation
 - ADO Resource Support
 - CET Extension Assistance



View configuration guides for our most popular Shape Tables + Desks.



Why is movement
so important for
student success?

Movement

With the floor height and standing workspaces, padded rockers and FLOT chairs give students the flexibility to sit on the floor, in a chair, or stand. Options are key to student ownership.





Choosing the right
activity table

Flexible and Agile

Large Shape Tables can do double-duty as
workspace and a teaching surface for small
groups, guided instruction, or individual
student conferences.



Flexible seating in schools
and why it's crucial for
classroom setup



Active

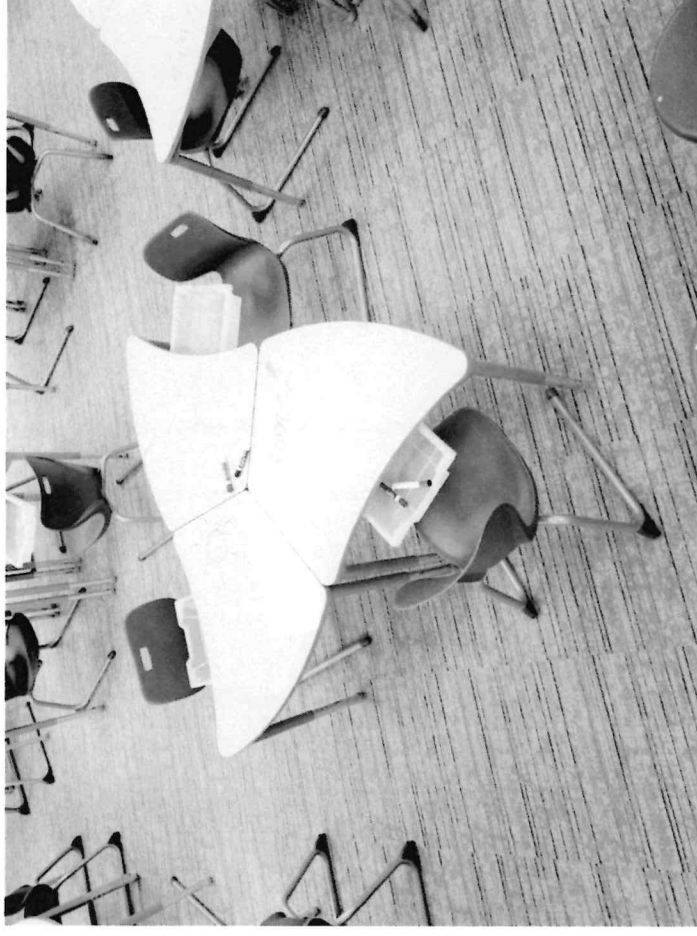
Active learning spaces
require options. A blend of individual
worksurfaces and configurable tables
provides flexibility to support a variety of
teaching and learning activities.

Collaborative

Collaborative learning environments are settings where learners work together to achieve a common goal. They can take various forms, such as face-to-face or online, synchronous or asynchronous, formal or informal, and structured or unstructured. Collaborative learning environments foster positive interdependence, individual accountability, social skills, and group processing among learners.



How a collaborative classroom
enables deeper learning

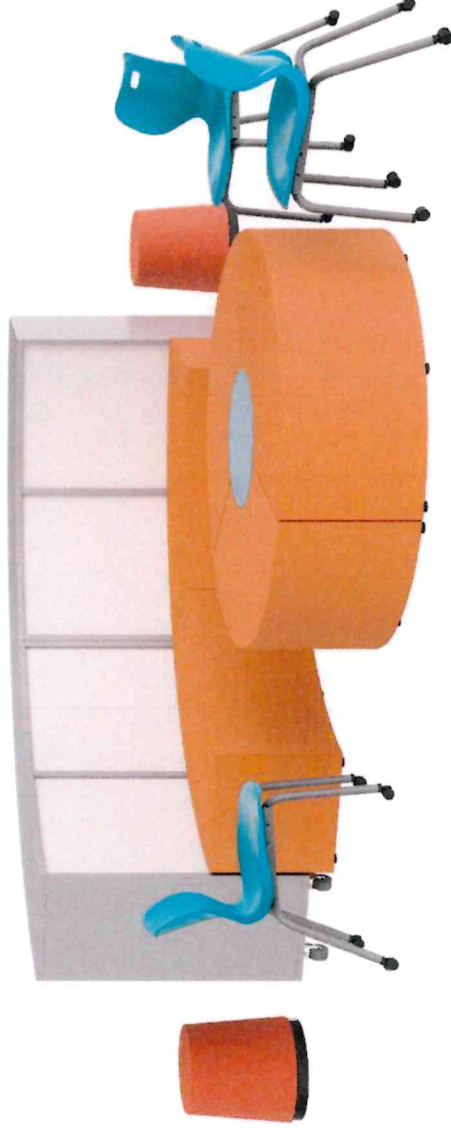


Personalized

Personalized learning environments are settings that enable students to shape their own learning experiences and outcomes. Creating safe and secure spaces, where they can access resources, tools, and support their needs.



Classroom design layouts that promote student belonging

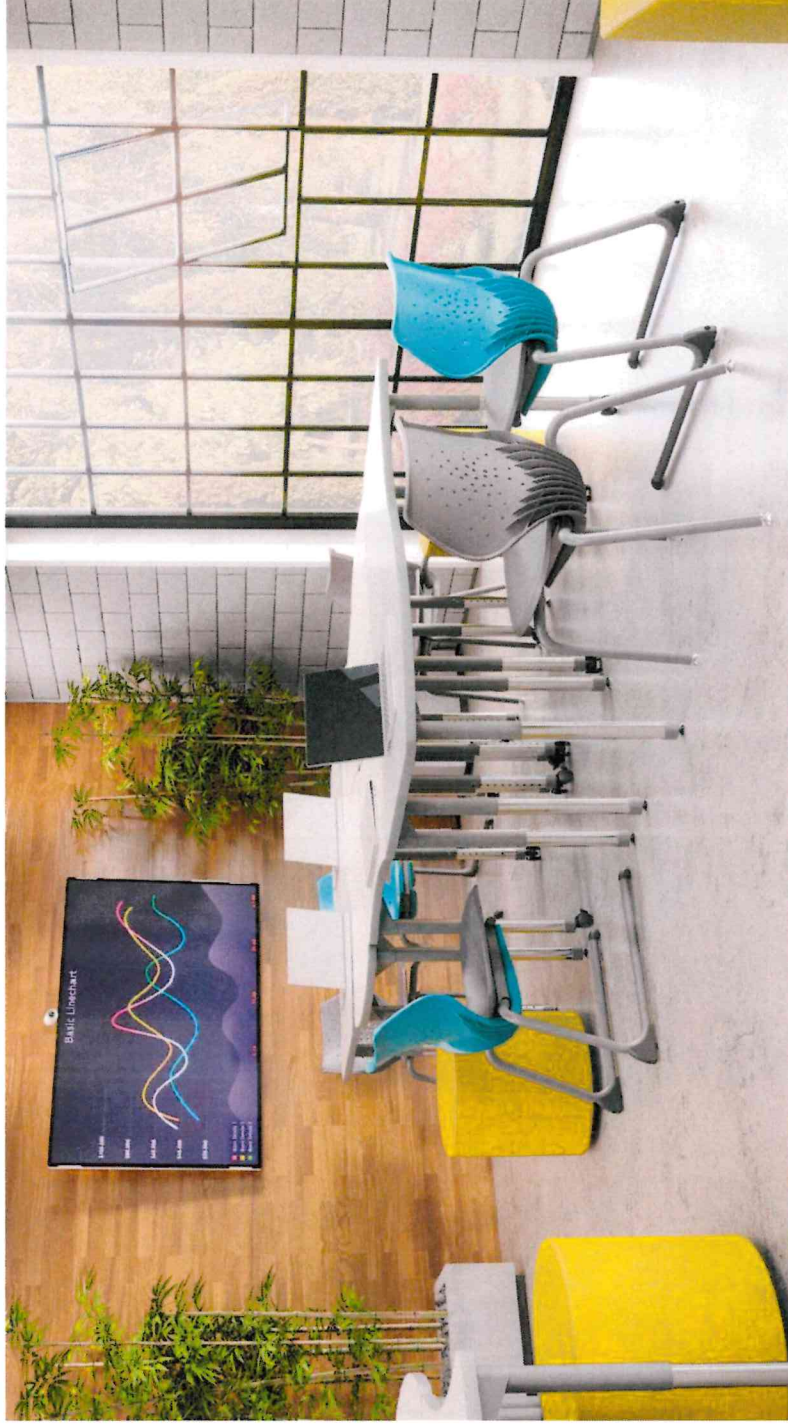
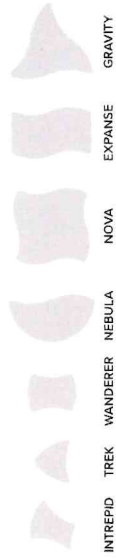


Multi-Functional

The multi-functional classroom showcases flexible seating, collaborative work surfaces, and mobile furniture that is all designed to work together. Use these to create environments that are safe and secure and provide students with voice and choice – now and in the future.



See how Shape Tables + NXT MOV
Student Desks work together to create
a learning environment like no other!



Train

New furniture. Now what?

After the boxes have been cleared away, how will your teachers and students use their new furniture? Transforming spaces also means transforming practices.





Contact info
www.artcobell.com

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Products for
Classroom



TRANSFORM LEARNING SPACES

DISCOVER THE PRODUCTS:

SEATING



NXT MOV

Ergonomics and industrial design merge to re-imagine style and comfort in a groundbreaking, patented design that allows for continuous, independent micro-movements in the seat and back. Perfect for classes that require sitting for longer periods.



Alphabet

The chair you sit "in" not "on." Refined design that hugs the body and provides comfortable flex. Ideal for everyday classroom use.



Discover

Comfort with a balance of flex and support for a range of movement and seating positions. Ideal for tasks eating in active classrooms.



A guide to help you
choose the right seat
for your learning activity



For more ideas, visit artcobell.com

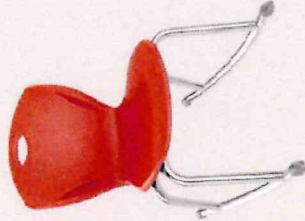
DISCOVER THE PRODUCTS:

MOVEMENT SEATING



Alphabet Rocker

The refined design of Alphabet Seating supports the many ways that students move with best-in-class strength and durability. Engineered for mobility, this gem of a chair provides movers of all sizes a chance to relax or burn off a little energy with the most satisfying sit around.



Discover Rocker

The chair that reinvented student seating is now redefining movement. The Discover Rocker offers a harmonic blend of flexibility and support with just a touch of motion. Research shows that students benefit from flexible seating options that allow them to move.



MOV Stools

MOV is an active stool that promotes user movement and activity. Students love to move and MOV supports that natural urge in a fun and productive way. The attractive and simple design with a wider footprint makes MOV extremely stable, safe and fun to use.



Alphabet ★
Rocker



Students Speak: About
Movement and Engagement

For more ideas, visit artcobell.com

DISCOVER THE PRODUCTS:

MOVEMENT SEATING

Pixel

Pixel is a new take on seating that gets students off the ground and focused, but still lets them move. Available with fixed glides or a rocker base. Stack them in the Pixel caddy for easy storage and moving from room to room.



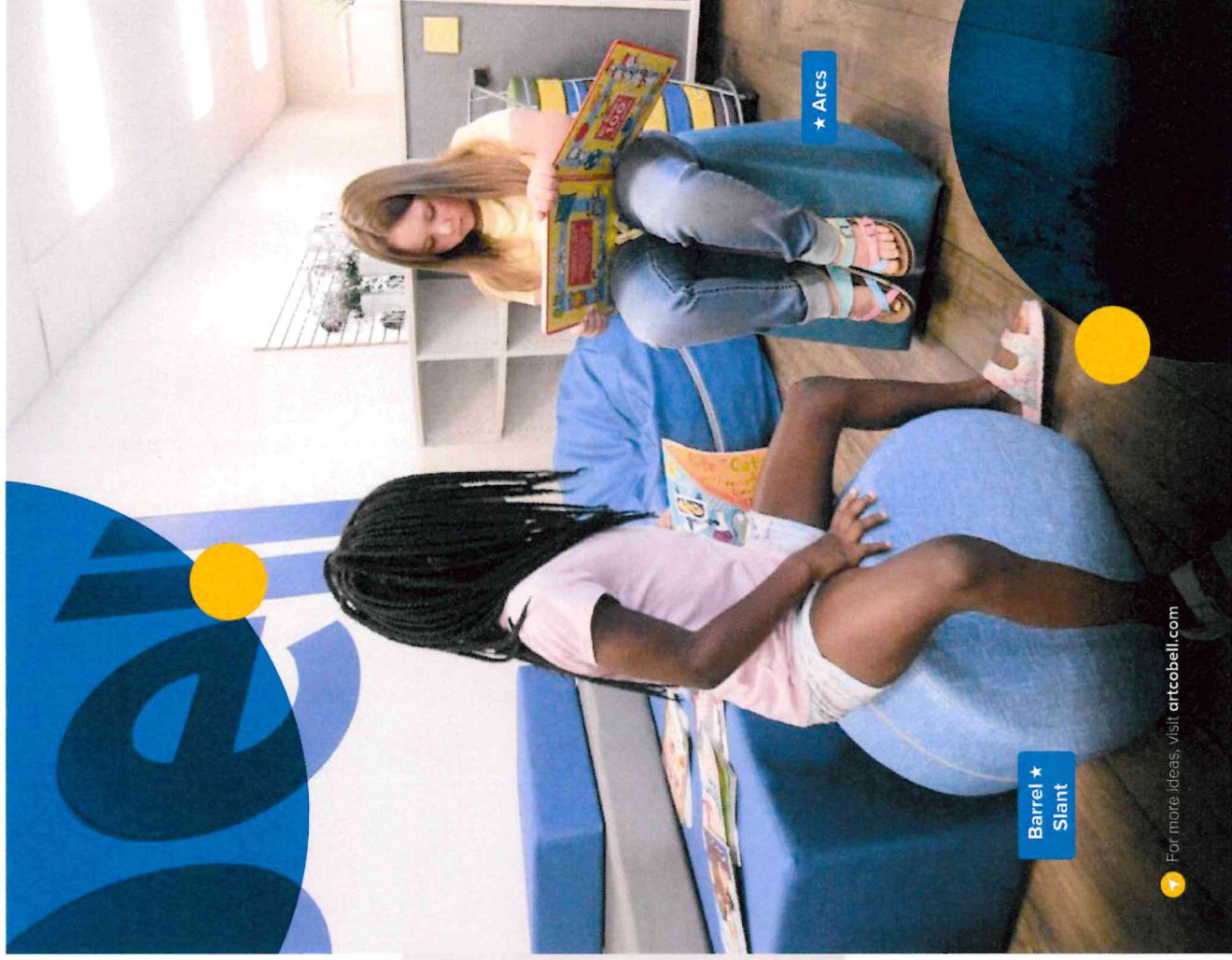
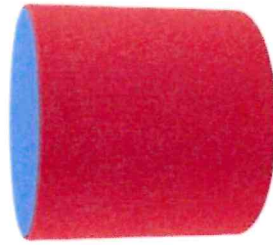
Barrel Slant

Artcobell Soft Seating brings comfort to learning spaces. Barrel and Barrel Slant are versatile, high-density foam cylinder shapes with one flat side. Use seated or on the floor as a roll lounge. Barrel Slant features a 10-degree slant on both ends.



Round Rocker

Artcobell Soft Seating brings comfort - and movement - to learning spaces. Our Round Rocker variation on the classic Round has the same rocker bottom as our popular MOV stool. Stable, movable and FUN! Available in 14" and 18" heights.



★ Arcs

Barrel ★
Slant

For more ideas, visit artcobell.com

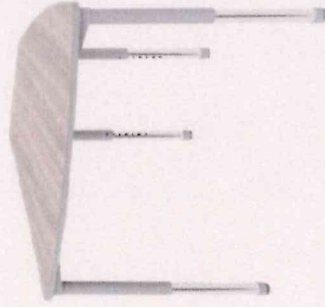
DISCOVER THE PRODUCTS:

SHAPE DESKS



Expanse Shape Desk

Expanse is a curvy variation on the traditional rectangle desk. Two points of entry. Endless configurations. Available with adjustable and fixed post-leg or T-Leg kits.

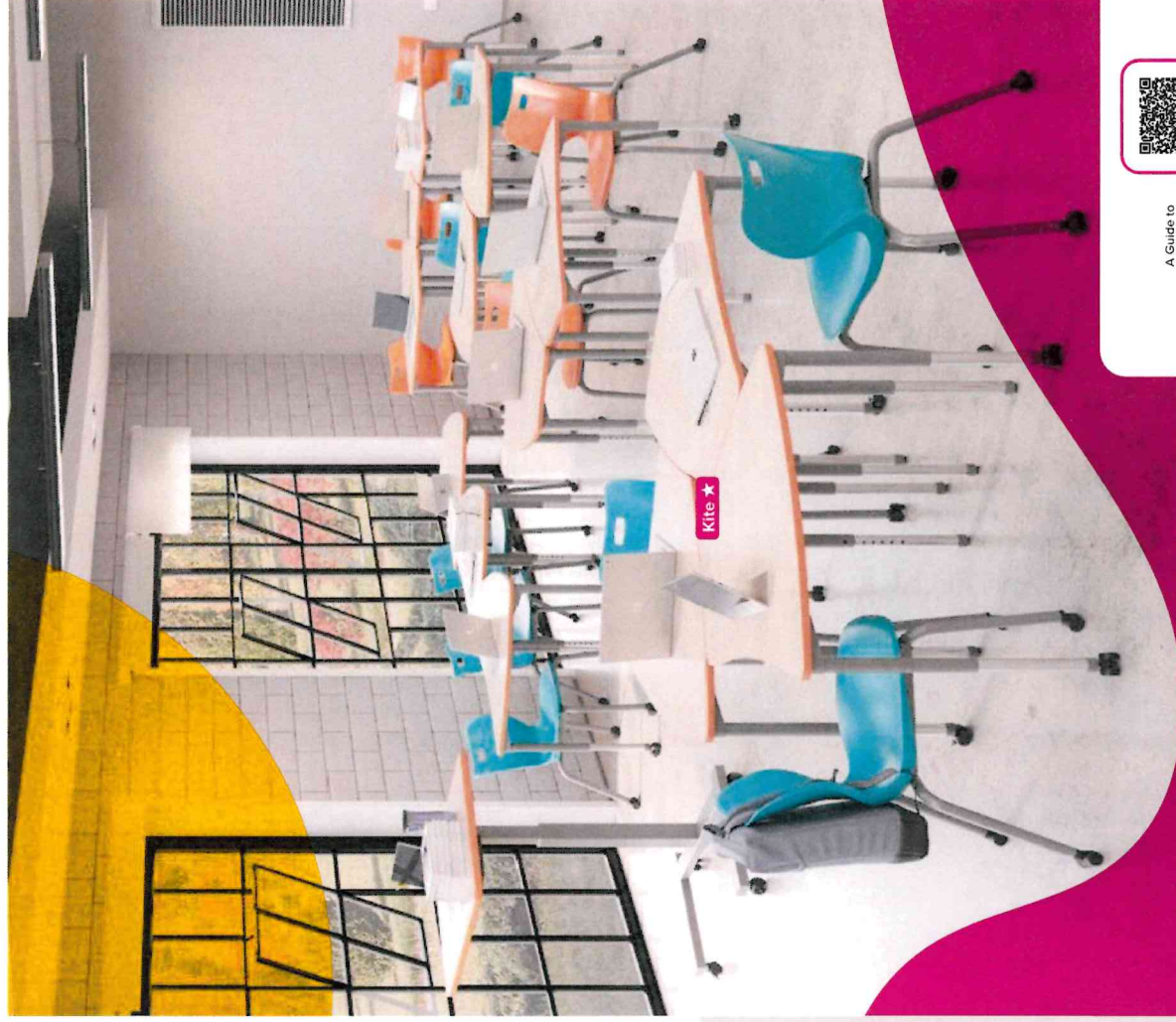


Kite Shape Desk

Artcobbell Shape desks give flexible classrooms more dimension. Kite's fun shape easily accommodates small teams or reconfigures for larger group activities. Two points of entry. Available with adjustable and fixed post legs.



* Shape desk accessories include casters, Student Desk Legs book boxes, screens and backpack hook.



Kite ★

A Guide to
Student Desk Legs



For more ideas, visit artcobbell.com

DISCOVER THE PRODUCTS:

VERSATILE STUDENT DESKS



Sit-to-Stand

Sit-to-Stand student desk is the next generation in flexible desks. Sit-to-Stand features a 22" x 29" work surface and is fully adjustable from 28" to 41" high. Castered base moves easily around a room or room-to-room. Allows for 1 or 2 users.



NXT MOV Mobile

The desk that redefines individualized student workspaces. Elegant cantilever design embraces the user. Integrated caster enables mobility and locks for stability. Available in a variety of heights. Choose from three top styles with fixed or flip-top.



NXT MOV ★ Mobile Desk

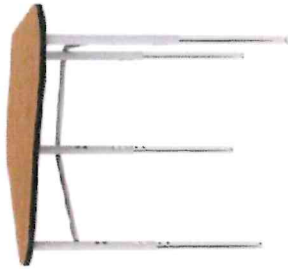
Check out the
NXT MOV Mobile
Desk in action!



For more ideas, visit artcobell.com

DISCOVER THE PRODUCTS:

TRADITIONAL STUDENT DESKS

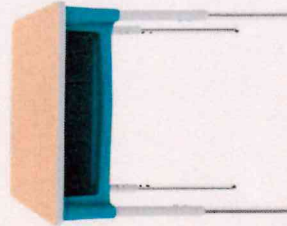


7SD Series

The 7SD Series provides classic solutions with a reliable, cost-effective frame. Available with both adjustable and fixed height legs in a variety of leg colors.



Scan or click
for more info



Open Front

Open Front with a twist. Artcobell's polystructural open front desk is available in the same poly colors as our seating. DAJ features a generous 20" x 26" work surface and jumbo built-in book box.



Learn more!

OPEN FRONT

Artcobell's polystructural open front desk is available in the same poly colors as our seating. DAJ features a generous 20" x 26" work surface and jumbo built-in book box.



Alphabet, Discover and now NXT
MOV[®] - the chair that redefines
movement seating for the classroom.
Explore all our options

For more ideas, visit artcobell.com

DISCOVER THE PRODUCTS:



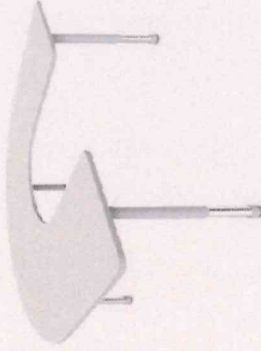
SHAPE TABLES

3P-120 Shape Table

3P-120 offers a unique work area for 3-6 students. Join multiple shapes for a cluster of tables in a collaborative classroom setting. Available with adjustable post legs in juvenile (13"-18"), table height (19"-29"), or standing height (27"-42") and fixed height legs (25", 27" and 29") with a variety of painted finishes. Add glides or casters for easy mobility.

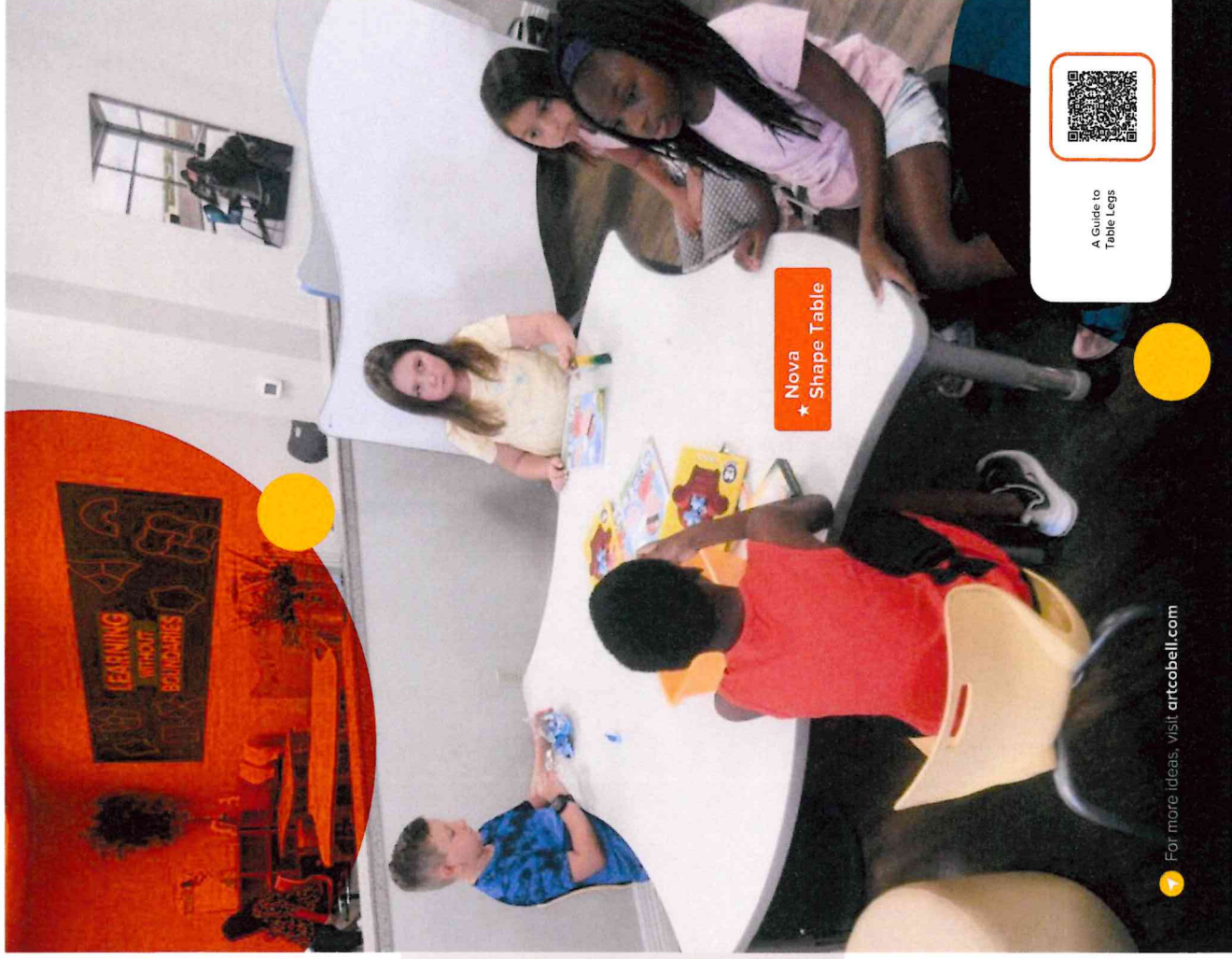
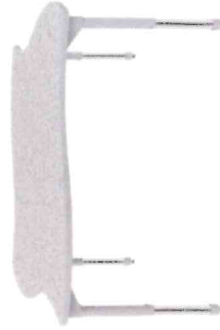
Horseshoe

Horseshoe is a versatile, large top that can be used alone or combined to create dynamic learning environments. 60" x 66" top. Available with adjustable post legs in juvenile (13"-18"), table height (19"-29"), or standing height (27"-42") and fixed height legs (25", 27" and 29") with a variety of painted finishes. Add glides or casters for easy mobility.



Nova Shape Table

Nova has a large 60" work surface that can support 4-8 students. Nova also works together with other popular shapes: Expanse, Gravity and Nebula, as well as NXT MOV shape desks for versatility and flexibility. Available with adjustable post legs in juvenile (13"-18"), table height (19"-29") or standing height (27"-42") and fixed height legs (25", 27" and 29") with a variety of painted finishes. Add glides or casters for easy mobility.



Nova
★ Shape Table

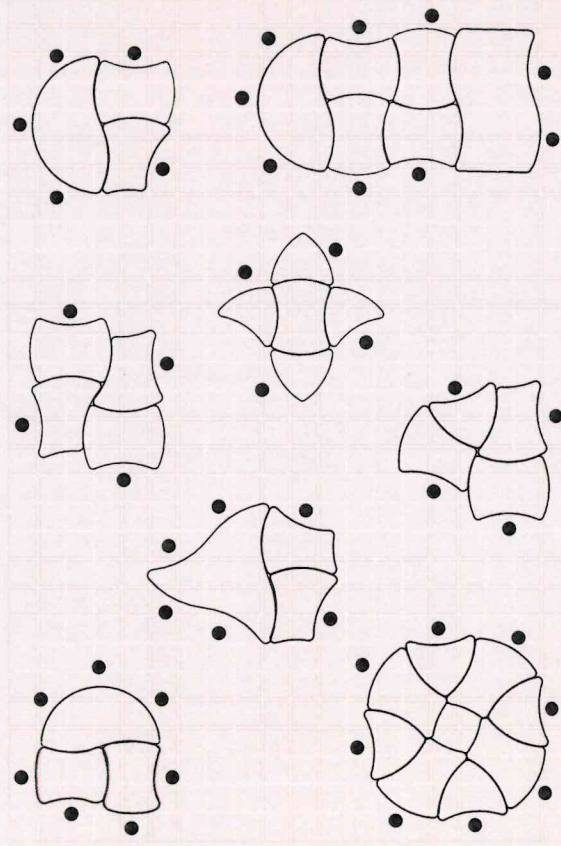
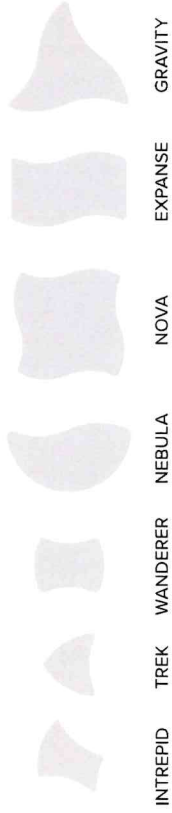
A Guide to
Table Legs



For more ideas, visit artcobell.com

The NXT MOV® Classroom reflects today's requirements and tomorrow's needs. With an emphasis on flexibility and mobility, new NXT MOV Shape Desks are designed to work together and with our most popular table designs.

Combine Wanderer, Trek + Intrepid Shape Desks with Expanse, Nebula, Nova, and Gravity Shape Tables to create endless configurations.



★ Expanse
Shape Table

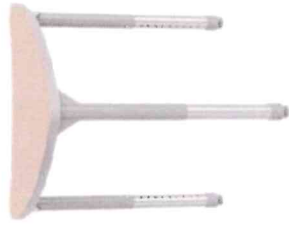


NXT MOV
Classroom
Video

For more ideas, visit artcobelli.com

DISCOVER THE PRODUCTS:

NXT MOV CLASSROOM



Trek NXT MOV Shape Desk

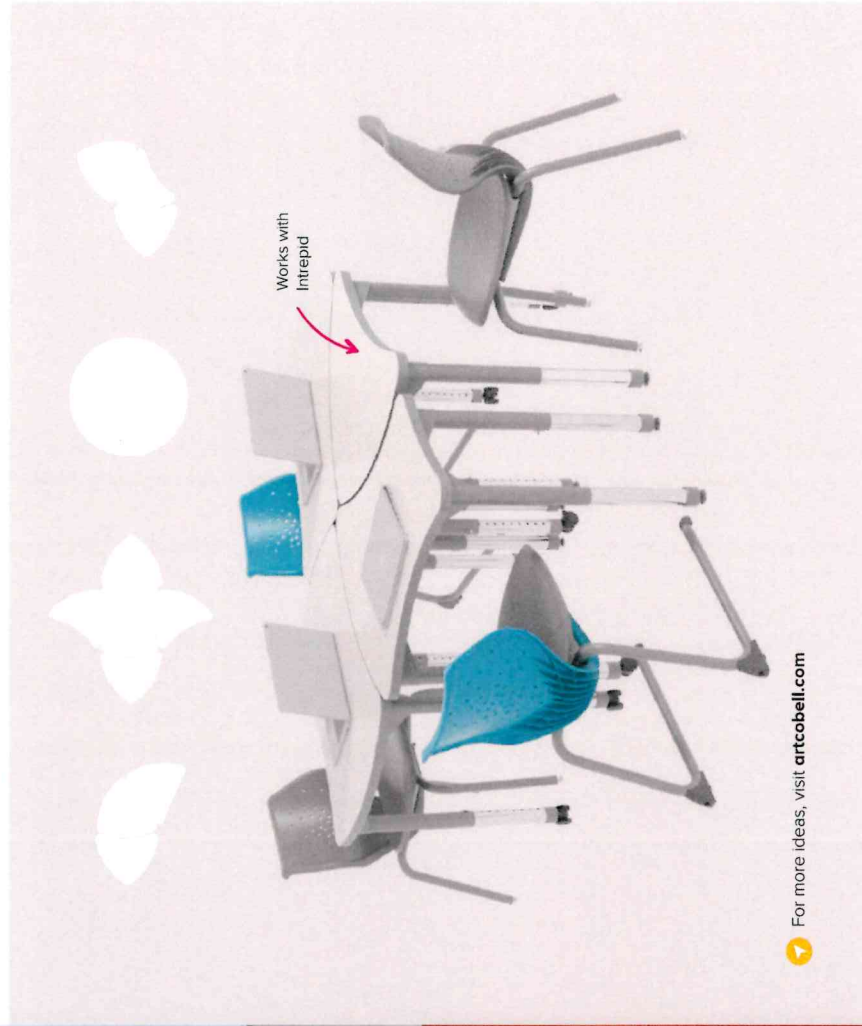
Part of the NXT MOV Classroom. Elegant, small-scale triangular shape nests with itself, Wanderer, and Intrepid to create endless configurations. Three points of entry. Accessories include casters, book boxes, screens and backpack hook.



Re-think the traditional horseshoe table with individual student desks.



For more ideas, visit artcobell.com

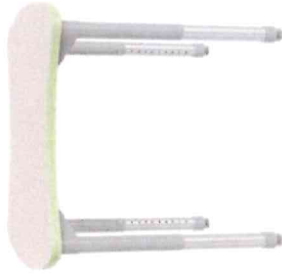


For more ideas, visit artcobell.com

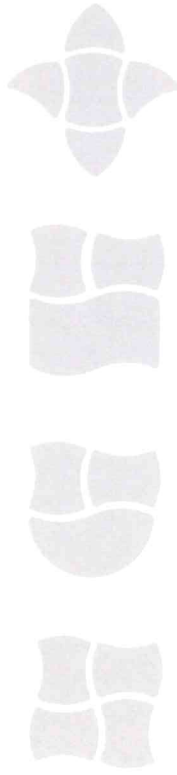
DISCOVER THE PRODUCTS:

NXT MOV CLASSROOM

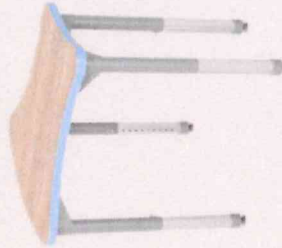
Wanderer NXT MOV Shape Desk



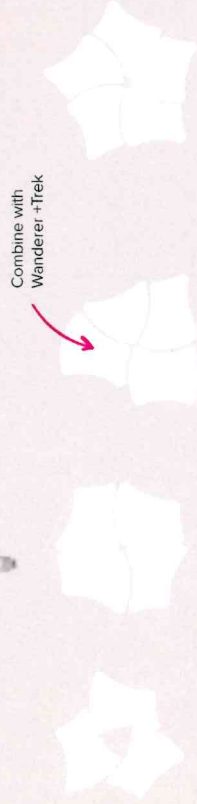
Part of the NXT MOV Classroom. Buddy up with Intrepid and Trek for an array of configurations. Wanderer's ample work surface is designed to work alone or combine with Expanse, Nebula, Nova, and Gravity Shape Tables to create endless configurations. Four points of entry. Accessories include casters, book boxes, screens and backpack hook.



Intrepid NXT MOV Shape Desk



Part of the NXT MOV Classroom. Intrepid likes to buddy up with Artcobell's Wanderer, Trek, and Shape tables to have some fun! An imaginative organic shape that supports a multi-functional classroom.



For more ideas, visit artcobell.com



Download the shape desk configuration guides

For more ideas, visit artcobell.com

TEACHER PERCH

Moves easily throughout the classroom. Raise and lower to meet the needs of the user. Add accessories like storage, privacy screens, or grommets to add functionality. ARISE accommodates a wide range of activities, users, and presentation styles. Adjustable height 29" – 48.5".



Teacher mobility connects students to teachers and promotes engagement.

For more ideas, visit artcobell.com

DISCOVER THE PRODUCTS:

TEACHER SOLUTIONS



ARISE

Sometimes your workstation isn't stationary at all. Artcobell offers many solutions that let you move up and down and around to where your students are.

ARISE Double

Moves easily throughout the classroom. Raise and lower to meet the needs of the user. Add accessories like storage, privacy screens, or grommets to add functionality. ARISE accommodates a wide range of activities, users, and presentation styles. Adjustable height 29" – 48.5".



*Shown with Mobile Pedestal + NXT MOV Swivel Stool

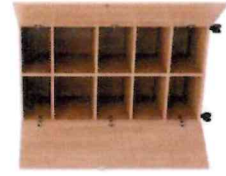
For more ideas, visit artcobell.com

DISCOVER THE PRODUCTS:

STORAGE

Tall Storage

68"-tall storage cabinets can be used anywhere you need extra, locking storage. Sturdy laminate-clad cabinets are on heavy-duty casters so they can be moved around, even fully loaded.



Mobile Wardrobe

These lockable tall storage cabinets can also double as wardrobes for teacher's coats, umbrellas and more. Sturdy laminate-clad cabinets are on heavy-duty casters so they can be moved around, even fully loaded.



Mobile
★ Wardrobe

For more ideas, visit artcobell.com

DISCOVER THE PRODUCTS:

STORAGE

Maker Space Cabinets with Rails

Storage that's mobile, flexible and built of heavy-duty steel. Cabinets with rails can be expanded with separate lockable doors, three sizes of trays and a shelving option that can also move between cabinets and desks.



Maker Space Cabinets With Cubbies

Cabinets with shelves feature sturdy, built in metal cubbies. Both options come with pre-drilled holes for installing charging/power grommet. Meets up with stand-height (42") tables or mobile bookcases. Available with nine (9) or six (6) 10.5" tall x 12" wide cubbies hold backpacks, shoes, lunchboxes, and more.

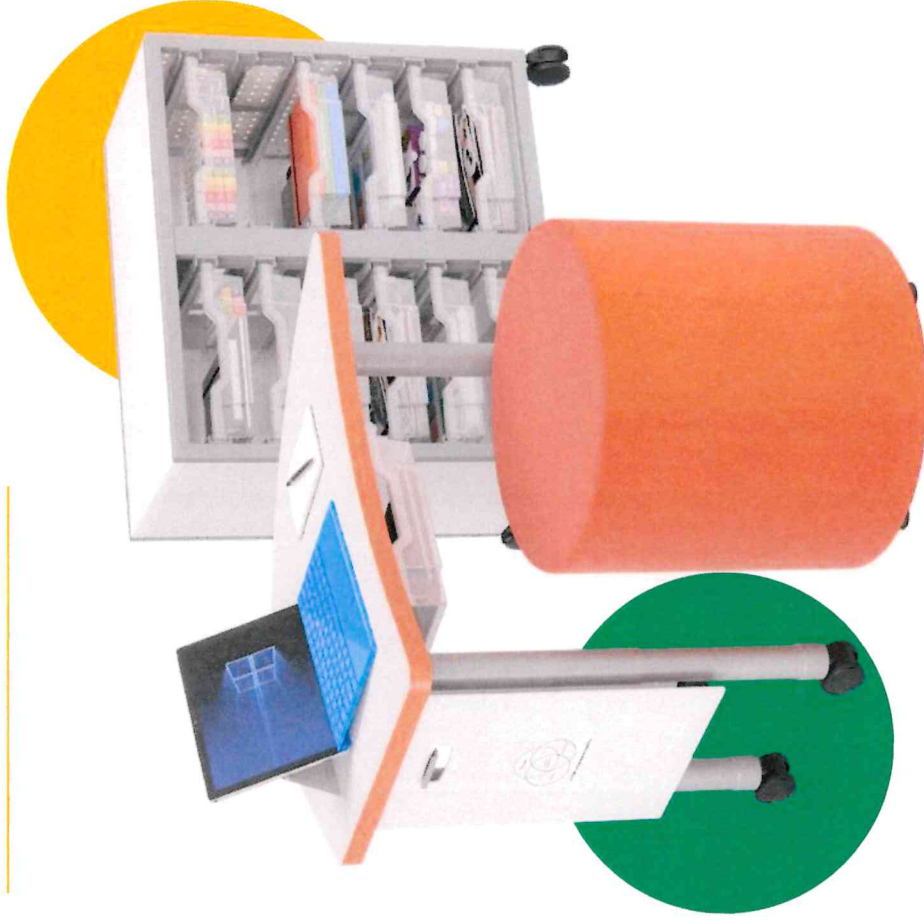


DISCOVER THE PRODUCTS:

STORAGE

Cabinet to Desk

Store materials in 3" and 6" trays as well as shelving options. These also ride optional rails that can be installed on Shape Desks and Tables.





Follow our Blog,
"NextGen Spaces"



For more information on Artcobell's
solutions for learning spaces.

 Visit artcobell.com

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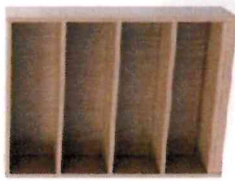
Products for
Media Centers



TRANSFORM LEARNING SPACES

DISCOVER THE PRODUCTS:

STORAGE + SOFT SEATING



Bookshelves

Practical and versatile, thermofused laminate-clad bookcases are 12" deep, 37.25" wide, and 36", 48", 60", and 72" high. Choose from popular and classic designs to coordinate with the rest of your Artcobell classroom furniture.



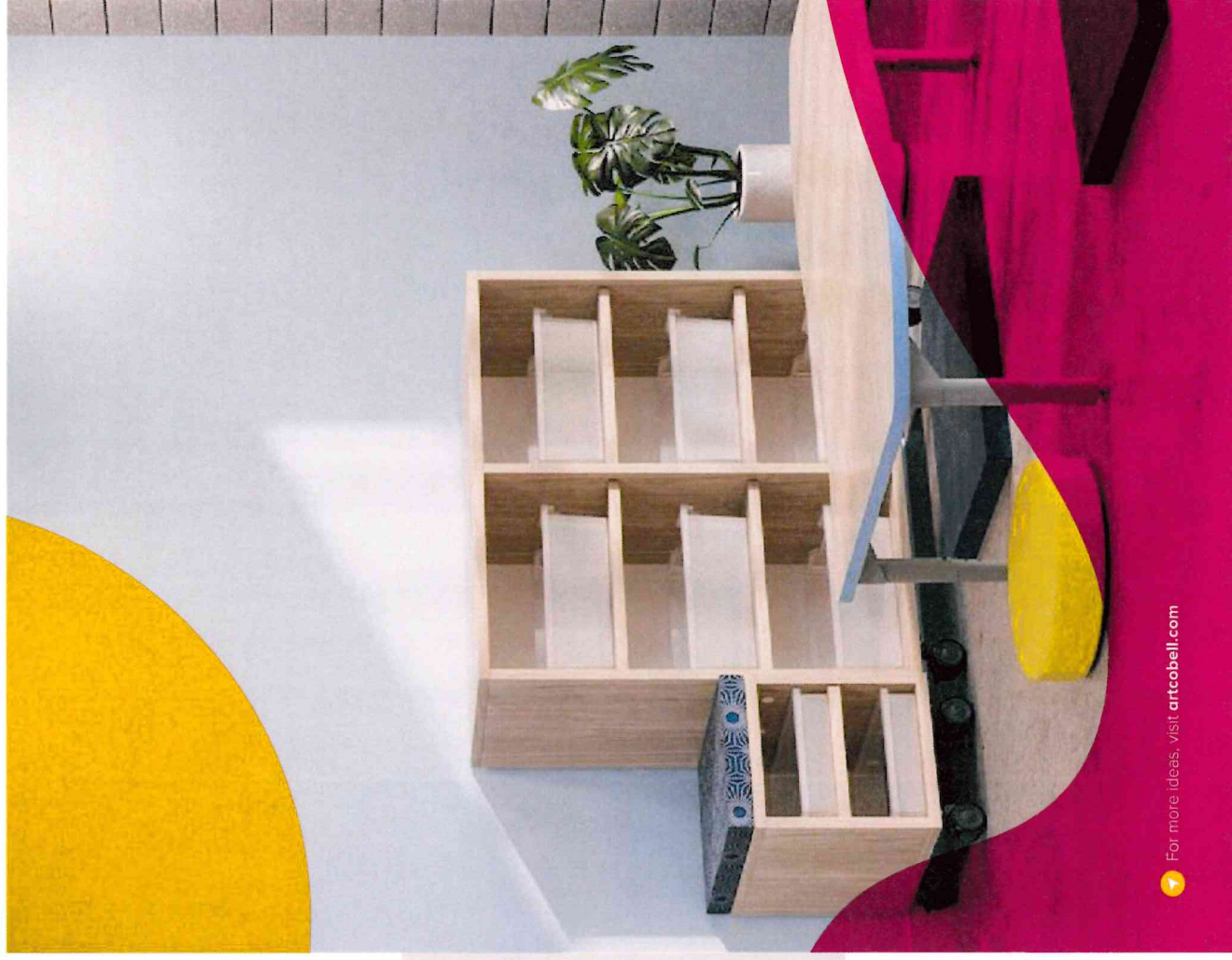
Mobile Cubbies

Open-face, flexible storage for classrooms, media centers, and learning hallways. It is standard with one adjustable shelf. Additional shelves and pads are available in lots of fun textiles.



Floorwork

When learning happens from the ground up, PIXELS, SPOTS, Pads, Barrels, Wedge, Cube, and the Alphabet FLOT chair make floorwork more comfortable—individual or group seating for small or large spaces.



For more ideas, visit artcobell.com

DISCOVER THE PRODUCTS:

MOBILE LIBRARY SHELVES

Curved + Linear Mobile Library Shelves

Get creative with media center and library layouts! Linear and Curved profiles can be mixed or matched for endless options. Heavy-duty shelving can handle a full load of books or supplies. Concealed, non-locking casters make it possible to move units even when loaded. Available in 42" and 48" heights.



Articobell Mobile Shelving works
in classrooms, learning hallways,
media centers, and more



MOBILE LIBRARY SHELVES

Mobility helps optimize the use of space. Instead of dedicating fixed areas to specific tasks, mobile equipment can be stored away when not in use, freeing up space for other activities.

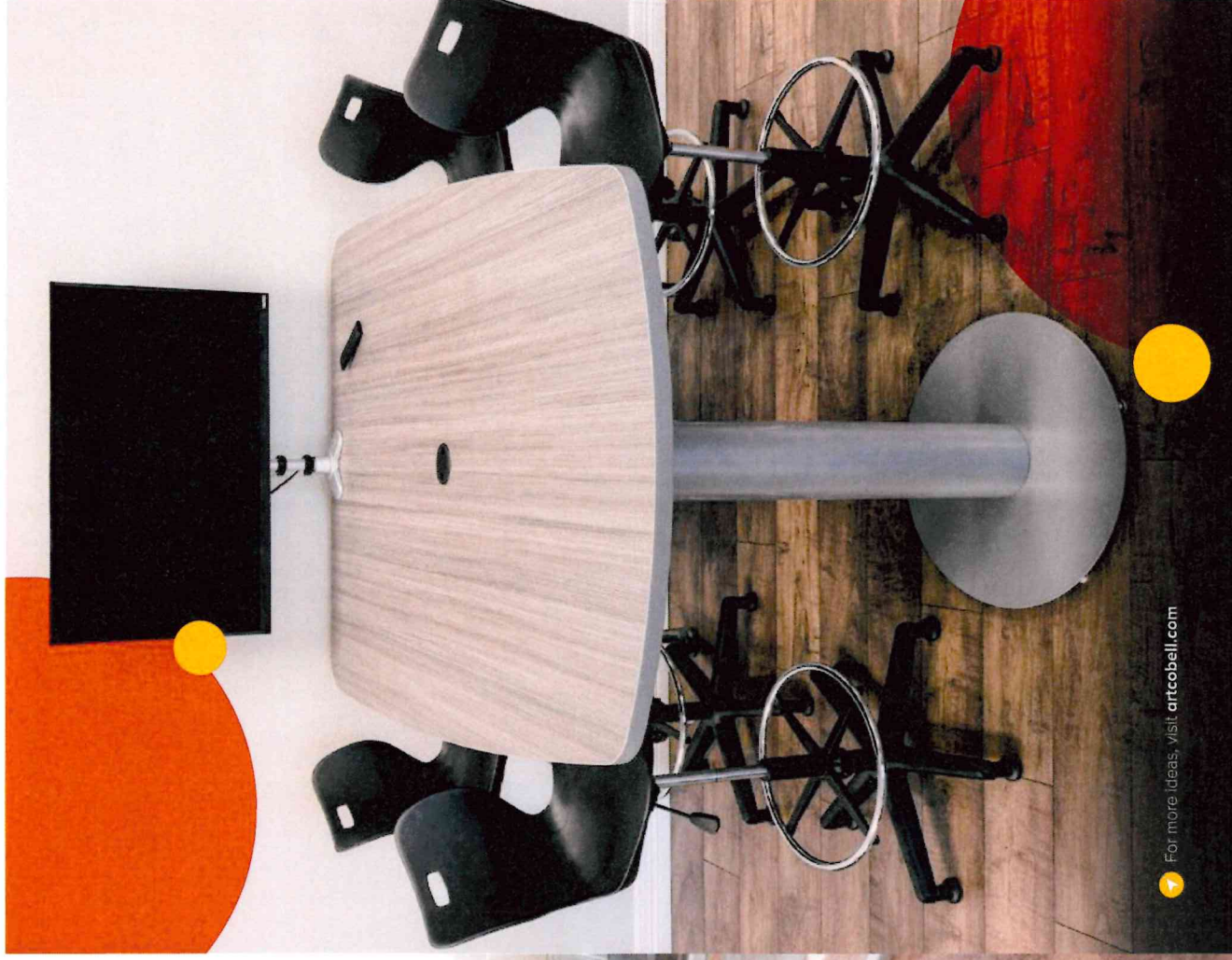
For more ideas, visit articobell.com

DISCOVER THE PRODUCTS:

TABLES

Multi-media Table

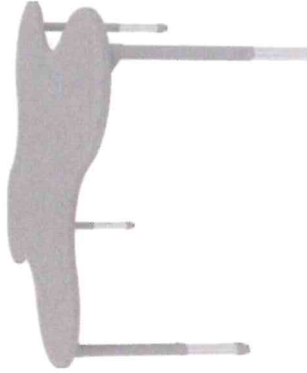
Articobell Shape Tables are stylish and sturdy, providing variety for any learning space. Multi-media Table has a 48" x 72" work surface, which makes presenting and collaborating a breeze. The tapered sides bring teams together; add a monitor for virtual meetings and shared screens. Available with adjustable post legs in juvenile (13"–18"), table height (19"–29"), or standing height (27"–42") and fixed height legs (25", 27" and 29") with a variety of painted finishes with various inserts, or use two café bases instead. Add glides or casters for easy mobility



For more ideas, visit artcobell.com



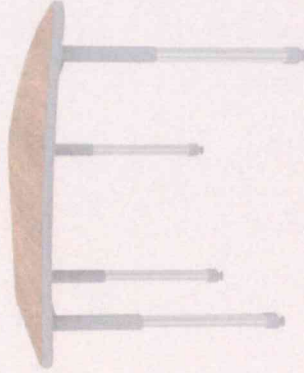
DISCOVER THE PRODUCTS:



SHAPE TABLES

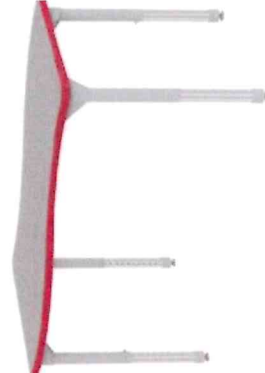
Puddle Shape Table

Artcabell Shape Tables are stylish and sturdy, providing variety for any learning space. The Puddle Shape Table has an ample 60" work surface that can support 4-8 people. It is available with adjustable post legs in juvenile (13"-18"), table height (19"-29"), or standing height (27"-42") and fixed height legs (25", 27" and 29") in a variety of painted finishes. Add glides or casters for easy mobility.



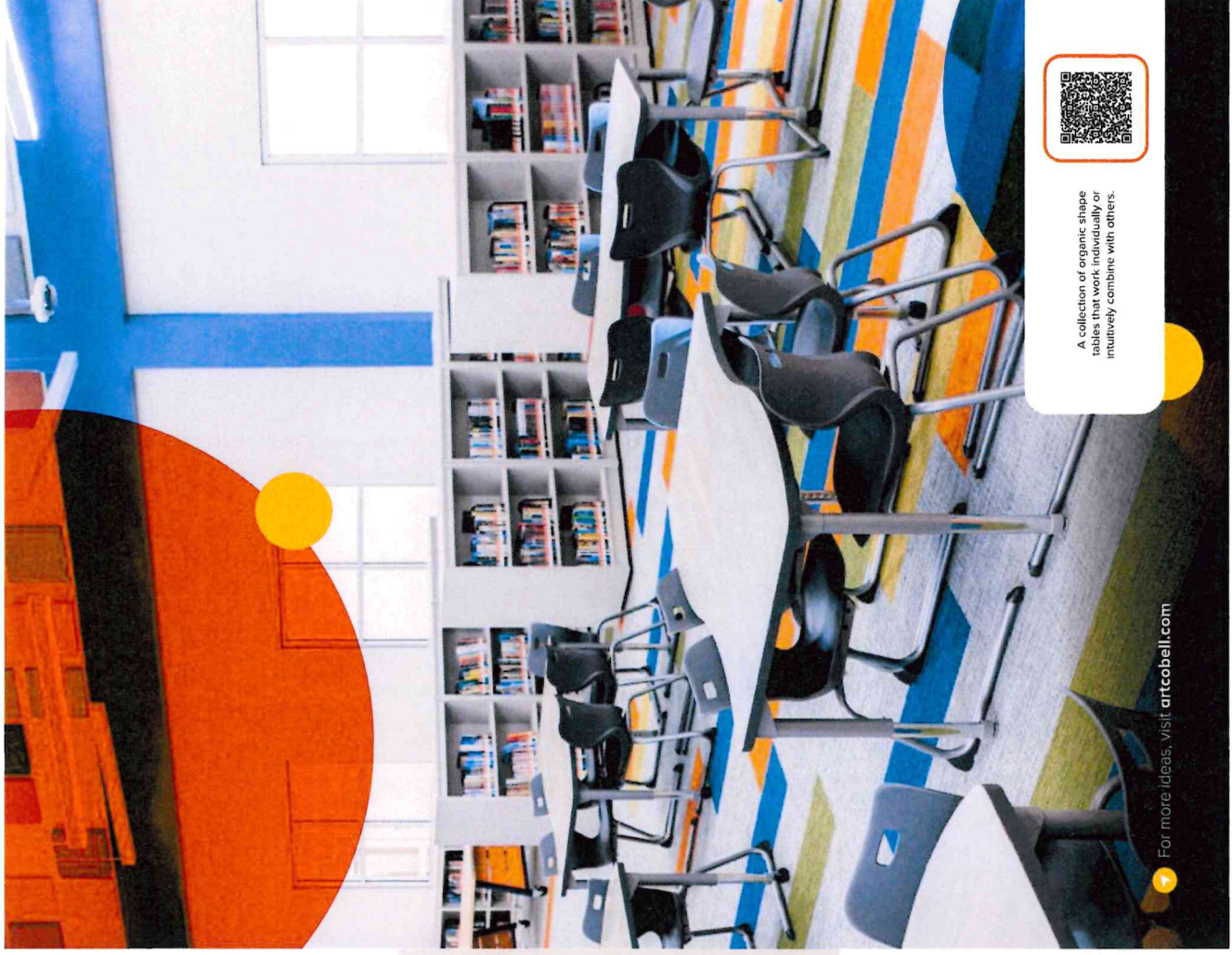
Aperture Shape Table

With its unique offset shape (24" x 40"), Aperture can be used to create endless configurations for one, two, or multiple students sitting together or in fun clusters. It is available with adjustable post legs in juvenile (13"-18"), table height (19"-29"), or standing height (27"-42") and fixed height legs (25", 27" and 29") in a variety of painted finishes. Add glides or casters for easy mobility.



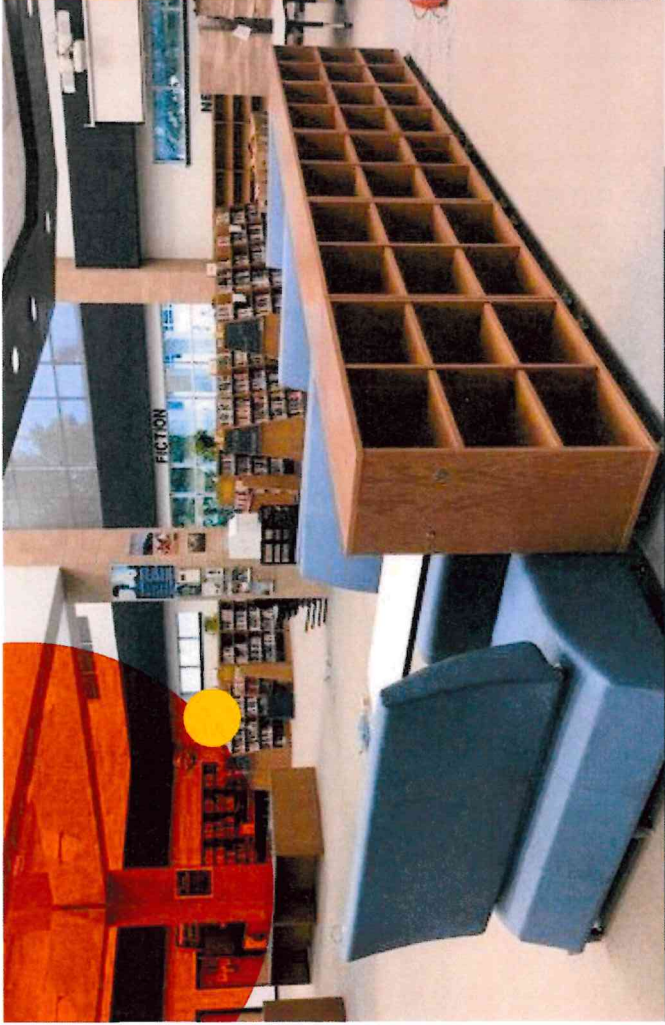
Expanse Shape Table

Expanse is a curvy 30" x 54" work surface that can easily support up to 6 people. It is available with adjustable post legs in juvenile (13"-18"), table height (19"-29"), or standing height (27"-42") and fixed height legs (25", 27" and 29") in a variety of painted finishes. Add glides or casters for easy mobility.



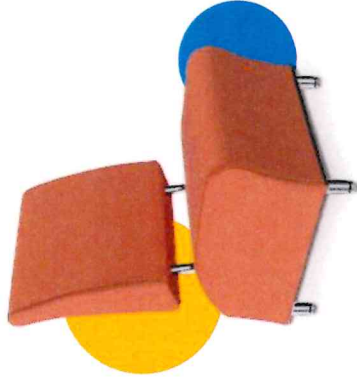
A collection of organic shape tables that work individually or mutually combine with others.

For more ideas, visit artcabell.com



DISCOVER THE PRODUCTS:

LOUNGE SEATING



Chair

Artcobell Soft Seating brings comfort to learning spaces. Our Free-Standing Lounge Chair features a stylish, modern design that works in any setting. An ample gap between the back and the seat makes cleaning easy and eliminates "stash" zones. Use with either of our couches or by itself.

Sofa

Our Free-Standing Sofas offer stylish, modern designs in two sizes – 48" and 60". An ample gap between the back and the seat makes cleaning easy and eliminates "stash" zones. Use alone or in groups around a cafe table for small group learning or lunch.



Incorporate lounge seating into your learning environments.

For more ideas, visit artcobell.com

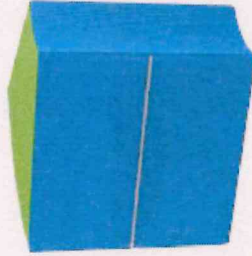
DISCOVER THE PRODUCTS:

SOFT SEATING



2-Step

The 2-Step is ideal for lounging or listening. Use it individually or combine several to create mini-stadium seating for a group. It has the same footprint as the 3-Step and can be used with the 38" Ottoman.



Wedge

The One-Eighth Circle Wedge can be used alone or multiple to create group seating. Its all-foam design makes it lightweight and easy to move. It is available in 14" and 18" heights with an optional non-slip gripper base (black).



Snug Sack

Oversized, overstuffed cushion for just lounging around. All-foam design means no messy beads. Zippered cover for easy removal. Available in 36" and 48" rounds.



Learning from Retail Design:
Enhancing Library Spaces for Engagement and Exploration
by Patricia Cadigan, M Ed., ALEP
Artcobbell Vice President/Learning Environments

For more ideas, visit artcobbell.com

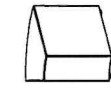
DISCOVER THE PRODUCTS:

SOFT SEATING

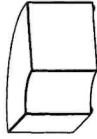


Arcs

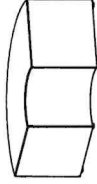
The Arcs collection features four configurable pieces that can be used to build all kinds of shapes, from circles to snakes. It can be combined with Round, Square, and Rectangle benches. It is available in 14" and 18" heights.



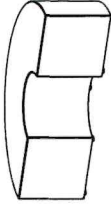
1/8 Round



1/4 Round



1/3 Round



1/2 Round



View the
Rocky Run
Case Study.

For more ideas, visit artcobell.com

DISCOVER THE PRODUCTS:

SOFT SEATING

Nebula Bench

This curvaceous shape mimics the outline of our popular Nebula Shape Table. The intelligent curve comfortably nests up to Nebula, Gravity, Expanse, and Nova Shape tables. It is available in 14" and 18" heights.



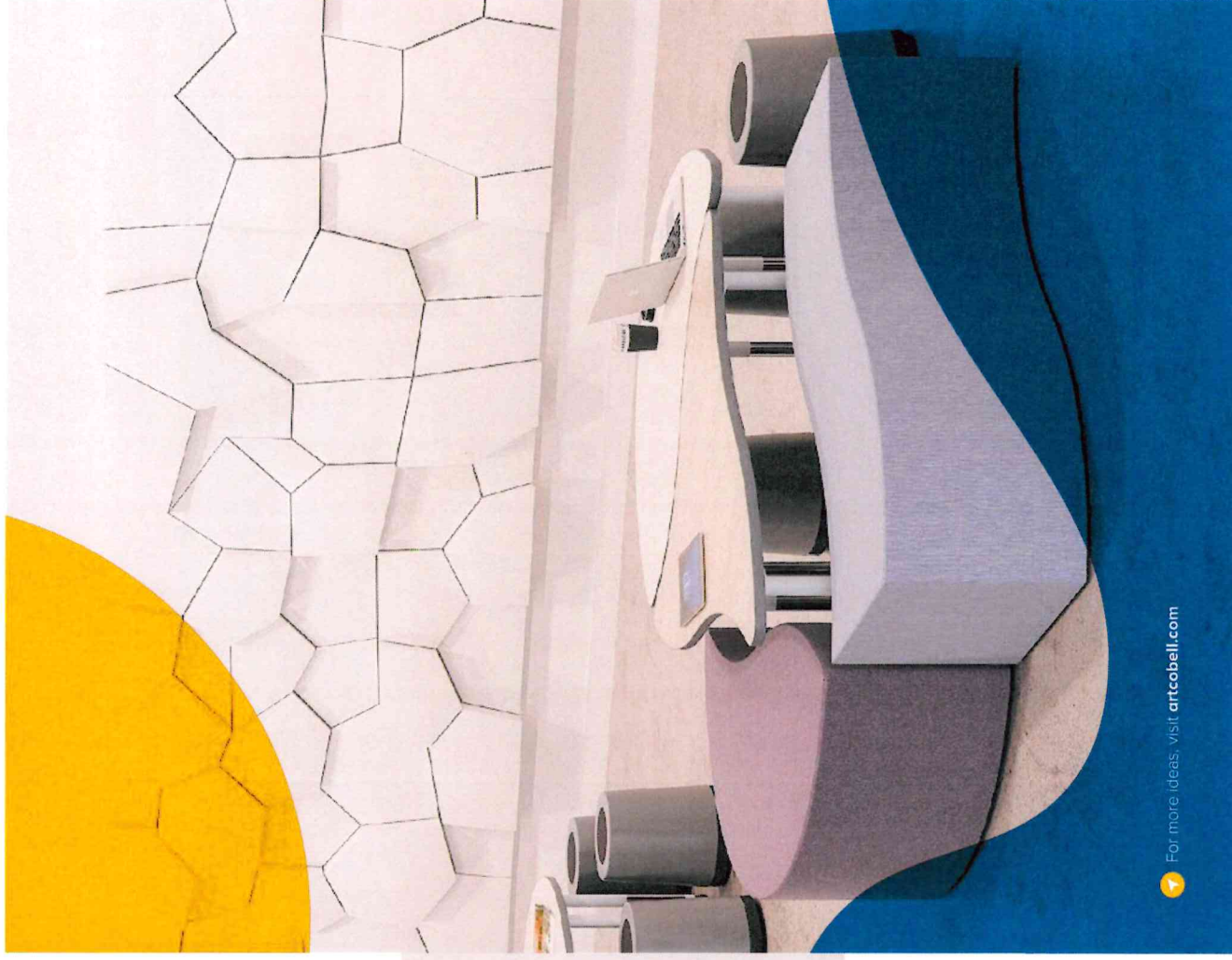
Expanse Bench

This innovative shape features the same parallel curve as our popular Expanse Shape Table. The intelligent curve comfortably nests up to Nebula, Gravity, Expanse, and Nova Shape tables. It is available in 14" and 18" heights.



Rectangle Bench

The Rectangle Bench is a simple shape with a multitude of uses. It is available in two lengths—42" and 48"—and two heights—14" and 18". Benches work with all the Arcs; the 42" length nests up to our Mobile Shelving to create a reading nook.



For more ideas, visit artcobell.com

DISCOVER THE PRODUCTS:

CLASSROOM



Curved Bench

The Curved Bench is designed especially to nest up next to our Radiused Mobile Shelving to create a perfect space for reading quietly or just hanging out. It can also be used with our Rectangle Bench. It is available in 14" and 18" heights.

Curved Mobile Shelves

Single-Faced Radius Cabinets feature adjustable shelves on one side and a metal back, available in various paint finishes. They come standard with heavy-duty magnets for docking and matching edge bands on the outer sides. They work together with the Single-Faced Linear Cabinet and are available in 42" and 48" heights.



Round Shape Table

Artcobbell Shape Tables are stylish and sturdy, providing variety for any learning space. The Round in 36", 42", 48" and 60" diameter offers plenty of space for students to work together. Available with adjustable post legs in juvenile (13"-18"), table height (19"-29"), or standing height (27"-42") and fixed height legs (25", 27" and 29") with a variety of painted finishes. Add glides or casters for easy mobility.

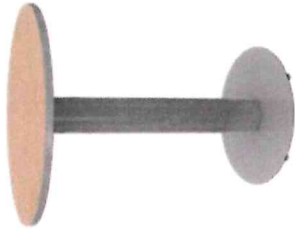


View the St. Joseph Morrow
Park Case Study.

For more ideas, visit artcobbell.com

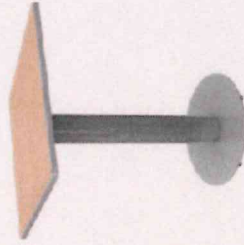
DISCOVER THE PRODUCTS:

TABLES



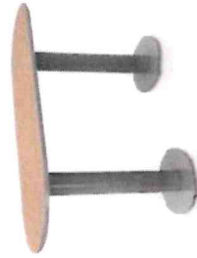
Round Café

The Round Café Table is available in 30", 36", and 42" diameter top sizes. Use with a 30" or 42" height café base.



Square Café

The Square Café Table is available in 30" and 36" square top sizes. Use with a 30" or 42" height café base.



Racetrack Café

The Racetrack Café Table (33" x 72") offers ample work or eating space. It can be used with two café bases at 30" or 42" heights.



View compatible
café bases.

For more ideas, visit artcabel.com



Follow our Blog,
"NextGen Spaces."



For more information on Artcobell's
solutions for learning spaces,

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