

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 2

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
Public opening location	Region 10 ESC 400 E. Spring Valley Rd. Richardson, TX 75081

Education Service Center, Region 10 ("Region 10 ESC") is issuing this amendment to RFP R10-1176 for Furniture and Storage Related Products and Services in order to:

1. To change the evaluation criteria listed in Section 1, 10.2 Evaluation Process to remove "HUB Status and/or Outreach" from the evaluation criteria.
2. To increase the points assigned to Products/Pricing and Commitment to Members by 5 points each in the same section.
3. To remove "HUB Status and/or Outreach" questions from the Questionnaire.
4. To remove the request for HUB certifications from Proposal Form 3.
5. To add additional language to Proposal Form 12: Federal Forms and Proposal Form 13: FEMA Requirements.
6. To clarify that Proposal Form 17 is a current requirement of the state of New Jersey and is included for vendors who wish to comply with New Jersey law. Vendors will not be removed from consideration if they choose not to submit this form, but New Jersey members may not be able to use vendors who do not complete it. However, this form is not a Region 10 form, nor a Region 10 requirement, and is optional.

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.

The following shall replace Section 1, subsection 10.2 Evaluation Process in its entirety. (pgs 14-15 of Section 1).

10.2 Evaluation Process: In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (35 Points)

- Coverage of products and services
- Ability of offered products and services to meet the needs requested in the scope
- Competitive pricing for all available products and services, including warranties if applicable
- Ability of Customers to verify that they received contract pricing
- Payment methods
- Other factors relevant to this section as submitted by the Respondent

Performance Capability (25 Points)

- Product and service features and capabilities
- Customer implementation and project management
- Maintenance services and staff qualifications
- Integration with other platforms
- Quality control and compliance
- Customer service/problem resolution
- Financial condition of vendor
- History of meeting products and services deadlines
- Other factors relevant to this section as submitted by the Respondent

Qualification and Experience (25 Points)

- Respondent reputation in the marketplace
- Past relationship with Region 10 ESC and/or Region 10 ESC members
- Experience and qualification of key employees
- Past experience working with the public sector
- Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
- Minimum of 5 public sector customer references relating to the products and services within this RFP
- Company profile and capabilities
- Exhibited understanding of cooperative purchasing
- Certifications in the Industry
- Other factors relevant to this section as submitted by the Respondent

Commitment to Service Equalis Group Members (15 Points)

- Marketing plan, capability, and commitment
- Ability to manage a cooperative contract
- Commitment to supporting agencies to utilize the contract
- Other factors relevant to this section as submitted by the Respondent

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	<i>What is your company's official registered name?</i>	Smith System Manufacturing Company, Inc.
	<i>What is the mailing address of your company's headquarters?</i>	1150 Luna Rd, Carrollton TX 75006
	<i>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.</i>	Lorrie Gibbs, Contract Manager Lorries@smithsystem.com 972-398-4067
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	<i>Does pricing submitted include the required administrative fee?</i>	Yes
	<i>Please provide your proposed administrative fee percentage or structure.</i>	2% of net sell of product

	<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>	We offer volume discounts to our dealers for large jobs usually starting around 100K list, then the dealers can pass that additional discount on to your members.
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>	Yes
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>	We do not invoice till the product has shipped for orders from public entities. Private Schools and other non-public /non government agencies would be cash in advance. We accept check or ACH payments. If a credit card is used we charge a 3% fee per transaction.
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>	We manufacturer School furniture, desk, chairs, tables, soft seating, cabinets, shelving.
	<i>Outline how your products and services compare to those of your competitors.</i>	Our products are built to last in a demanding school environment. Our pricing is in line with our competitors. Our customer service and shipping times are far superior to our competitors.
	<i>Describe any customization capabilities offered for standard product lines.</i>	We can do custom laminates and Edges on our tables and can do custom fabric on our soft seating as long as the laminates and fabric meet out high standards. There are up charges and extra lead times involved on any custom request.
	<i>Outline your digital design and visualization capabilities including digital rendering options.</i>	Smith System provides helpful thought starters to inspire their space planning. These are regularly refreshed to offer the latest products. For design professionals using software like CAD, Revit, or CET, Smith System provides detailed product symbols that can be easily integrated into their layouts. These assets allow users to incorporate our products directly into their digital design.

		Smith System is actively developing a library of design typicals—pre-configured learning environments and classrooms available in CET, CAD, and Revit formats. These can be dropped directly into projects to save time and jumpstart space designs.
	<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>	Smith System will utilize our Authorized dealer network to help us service this contract. We will try to have at least one dealer in each state and can add dealers as needed.
	<i>Outline any value-added capabilities not already addressed.</i>	We can provide virtual show room tours so show the ins and outs of our products. Our dealer network can also provide hands on services to the members. Our sales people and dealers can bring out samples for the members to see and try out.
Customer implementation and project management	<i>Outline project management methodologies from initial assessment to final installation.</i>	Our dealers can take care of everything from start to finish on the projects.
	<i>Outline what ongoing training and consulting support is available to customers.</i>	We manufacture furniture so there isn't any training required to use our product but we do have a large customer service team available from 7:30 to 5:00 Mon-Fri Central time. We also have a website that has instruction sheets on it for assembly information.
Maintenance services and staff qualifications	<i>Outline your preventative maintenance program for the offered products and services.</i>	The only preventative maintenance needed for our products is to keep it clean with a mild cleaner.
	<i>Identify certifications and qualifications required by installation and maintenance staff.</i>	No certifications are required to install or maintain our products.
	<i>Outline any warranty programs offered including term length and coverage details.</i>	Please see our attached warranty. On page 21
Integration with other platforms	<i>Outline any online ordering system applications and integration capabilities with existing systems.</i>	Purchase orders just need to be emailed into Smithfax@smithsystem.com
Quality control and compliance	<i>Identify relative quality control processes in place including material selection, testing protocols, and compliance with industry standards.</i>	Please see page 24 for answers on this one.
	<i>Identify measures taken to stay current with technological advancements and integration into product lines.</i>	Smith System closely follows technological advancements and how they are being integrated into modern learning environments. Our team actively evaluates whether our current furniture solutions support these new technologies—or if there's an opportunity to design something entirely new. This ongoing assessment ensures that Smith System product offerings remain relevant, adaptable, and aligned with the evolving needs of today's classrooms and tomorrow's learning spaces.

	<i>Outline all applicable product certifications currently held such as BIFMA or ADA.</i>	All of our products meet the ANSI / BIFMA Standards. A lot of our desk and tables meet the ADA requirements.
	<i>Describe initiatives in place to address environmental impact measures such as product recycling, refurbishment, and disposal at end of life.</i>	Please see page 24 for answers on this one.
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	Smith System has 7 customer service reps, 4 quote reps, 3 inside sales reps, 20 regional sales managers and 3 national sales managers. Our office hours are from 7:30 – 5:00 Mon-Fri Central time. The sales managers hours vary depending on the time zone they are in.
Financial condition of vendor	<i>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</i>	We have financial statements but they would put us well over our 150 page limit on the bid. We are owned by Steelcase and fully financially backed by them. I can send our financial statements if requested as a separate attachment. Please see page 27 for a small recap of Steelcases Revenue for the last 3 years.
	<i>What was your annual sales volume over last three (3) years?</i>	Our sales have been over \$150 million each of the last 3 years
History of meeting products and services deadlines	<i>Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.</i>	A large portion of our products are quick shippable in 5-10 business days in quick ship colors. Up to 100 desk and chairs, up to 10 soft seating, up to 10 Flowform Storage, up to 20 cascade storage, up to 10 Constellate.
Other factors relevant to this section as submitted by the Respondent	<i>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</i>	We have no problem providing sales reports for orders that have shipped, our system keeps track of all of that for us. For our billing we invoice each order separately, we would not combine multiple orders on to one invoice.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	Please see page 24 for answers on this one.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	https://smithsystem.com/
	<i>Please provide a brief history of your company, including the year it was established.</i>	Back in 1905, Smith System® was a different company than we are today. We built heaters for one-room schools. And then water fountains – and lavatory systems. It was a simple mission – to keep kids warm, hydrated and clean, so they could focus on learning. But we soon discovered that, beyond those basic needs, there were other ways we could help. The more we worked for schools, the more we saw an ever-evolving environment that needed a furniture maker to nurture the change
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i>	This will be our first contract with Region 10 ESC ourselves but we have had dealers sell our products on the contract for us like Meteor, School Specialty, Business Interiors.
Experience and qualification of key employees	<i>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:</i>	Lorrie Gibbs will be your main contact person for Executive Support, Account management Contract Manager and Billing, Reporting & Accounts Payable. She has been at Smith System for 26 years starting in customer service and going to quotes and Contract management for the last 23 years.

	<ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	Michelle Lessman is our Marketing Manager, she has been with Smith System 4 years
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	Our federal government sales were only approx. 1% of our sales for the last 3 years.
	<i>What is your strategy to increase market share in the public sector?</i>	We are hoping working with you on this contract will increase our market share in the public sector. Our marketing team is constantly coming up with new ways to reach out to the public to increase sales.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	No we have not.
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>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 name & title; city & state; phone number; years serviced; description of services; and annual volume</i>	NCPA, Matthew Mackel, Director Business Development, 832-331-2985 mmackel@ncpa.us , This is a national Contract, 12 years, School Furniture, \$9,954,708 E&I, Tina Smith, Business Manager 800-283-2634 tsmith@eandi.org , this is a national contract, 4 years, school furniture, \$11,160,717 NC State Contract, Grant Braley, Category Manager, 919-807-4519. grant.braley@doa.nc.gov State Contract, 12 years, School Furniture, \$724,780 GA State Contract, Eunicia Pop, Contract Manager, 404-657-6879, Eunicia.pop@doa.ga.gov State Contract, 10 years, School Furniture, \$370,921 PA State Contract, Char Riley, Commodity Specialist, 717-346-4868, chariley@pa.gov State Contract, 13 years, School Furniture, \$724,932
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 will use authorized dealers to sell our products. To insure they comply with the contract we will have your members make the orders out to Smith System and just list the authorized dealer the worked with as their dealer of record so we can verify pricing is correct on every order we receive. This also guarantees we are able to report all sales properly.
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>	No we are not
	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>	<ul style="list-style-type: none"> • On our website • Email and print pieces directly to districts and schools • Special events and tradeshow • Through our Regional Sales Team • Through our expansive dealer network, including all the people/tools/resources they have available
	<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>	With all new contracts we hold we have a training session with our customer service, sales and quotes teams to insure they understand the in's and out's of the contract. We also put all of our contract info and instructions in Salesforce so everyone can reference the information any time they need it no matter where they are.
	<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>	Yes we agree to provide any and everything you need.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Yes we can report sales monthly to this 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>	The quoting will be done by our authorized dealers but they have to ask for a quote from us and let us know if it will be a contract order. All contract quotes will be tagged with a unique code for the Equalis contract. This code will follow the job from quote to when it is converted to an order, through production and on to invoicing. Smith System does not sell direct to the public without a dealer involved so when we get a purchase order in that comes direct from a member we know it has to be tied to a contract so we verify with the member what contract they are using and what dealer they worked with.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	NCPA, Omnia, Buyboard, Tips, E&I, Sourcewell
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>	We usually only list dealers on our contract that are very familiar with our products and the contract process. The exception is if one of your members has a dealer they would like to work with that is not on our authorized dealer list, then we would add them to make the member happy.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this</i>	We have 9 regional sales managers, 3 national sales managers, 3 inside sales managers and one sales manager that handles our national dealers. Each Sales manager covers a territory

	<i>contract and where the sales representatives are located.</i>	so the entire US is covered, one of our national sales managers covers international sales as well.

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.

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? _____ 

(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? *Jo*

(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? *Jo*

(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? *Jo*

(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? *Jo*
(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? *Jo*
(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? *Jo*
(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? *Jo*
(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? *Jo*
(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? *Jo*
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

Does vendor agree? *JS*
(Initials of Authorized Representative)

Does vendor agree? *TC*
(Initials of Authorized Representative)

Does vendor agree? *TC*
(Initials of Authorized Representative)

Does vendor agree? *Jo*
(Initials of Authorized Representative)

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Does vendor agree? *LG*

(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.

 Smith System Manufacturing Company, Inc

Company Name



Signature of Authorized Company Official

 Lorrie Gibbs

Printed Name

 Contract Manager

Title

 4-10-2025

Date

The following should replace Proposal Form 13 in its entirety. Changes have been highlighted.

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? *JS*
(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? *JS*
(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? *JS*
(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? *JS*
(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? *JS*
(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? *JS*
(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? *JS*
(Initials of Authorized Representative)

7. **Compliance with 2 CFR 200.321(b)(1)-(5)**

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 the extent required and/or allowed by Federal law.**

Does Respondent agree? *JS*
(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? *JS*
(Initials of Authorized Representative)

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	Smith System Manufacturing Company Inc
Address	<u>1150 Luna Rd</u>
City/State/Zip	<u>Carrollton TX 75006</u>
Telephone No.	<u>800 328-1061</u>
Email address	<u>lorries@smithsystem.com</u>
Printed name	<u>Lorrie Gibbs</u>
Position with company	<u>Contract Manager</u>
Acknowledgement of Amendments 1 & 2 (Initial)	
Authorized signature	

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 _____

Smith System® Limited Lifetime Warranty

The following Smith System® warranty applies to products shipped after May 1, 2021.

Smith System® promises to repair or replace any Smith System® brand product or component that is substantially defective (loss of serviceability) in material or workmanship for twelve years and lifetime for metal frames on chairs and tables for the original purchaser, or at our election give credit up to the invoice price of the product only. This is your sole and exclusive remedy for products found by Smith System® to be defective. This warranty, which runs from the date of shipment, is subject to the limitations, exclusions, and other provisions below.

Smith System® may repair or replace, at its sole discretion, any portion of the subject product, which proves to be defective under the terms of this limited warranty at no further cost to the buyer. Smith System® shall be liable under this limited warranty only for the cost or, at its option, the repair or replacement of defective products. Smith System® will not pay labor costs associated with repairs or replacements. All incidental or consequential damages which may arise, including, but not limited to, lost profits, personal property damage, and third-party liabilities are hereby expressly excluded. Likewise, Smith System® will not be responsible for any damage to the customer's property caused by the incompatibility of the product with the customer's flooring and other customer property.

Exclusions: This warranty does not apply and no other warranty applies to:

- • Normal wear and tear, which are to be expected over the course of ownership.
- • Defects caused by abusive or abnormal use of the product.
- • Damage caused by the carrier in transit, which will be handled under separate terms.
- • Modifications or attachments to the product that are not approved by Smith System.
- • Products that were not installed, used or maintained in accordance with product instructions and warnings.

Smith System products (not including Flowform® Outdoor) are not intended or warranted for outdoor use. In addition, some natural color variations occurring in plastics, laminates, paints, or other natural materials are inherent to their character, and cannot be avoided. Therefore, they are not considered defects. Smith System does not warrant the colorfastness or matching of colors, grains, or textures of such materials. Customer's own materials selected by and used at the request of a user are not warranted.

*Recommended that Flowform Outdoor soft seating be bolted to a stable surface and be set in a covered area.

Damage to Flowform Outdoor soft seating caused by animals and/or natural disasters is not covered under warranty.

Warranty Period:

- • Lifetime Warranty on Chair/Desk/Table frames.
- • Lifetime Warranty on Cascade® Storage.
- • Lifetime on wire book baskets, backpack hooks and technology baskets.
- • Fifteen year on Theorem® Dolly.
- • Twelve year on Chair Shells & Table Tops.
- • Twelve year on Oodle.
- • Twelve year on casters.
- • Five year on glides & bushings.
- • Flowform Storage o Five year on Vinyl End Panels.
- o Twelve year on laminate components.

o Lifetime on frame components.

- Five year on all pneumatic lifts.
- Five year on Elemental® Nest and Fold flip mechanism.
- Five year on all totes and tote rails.
- Five year on Cascade® Air motor and fan.
- Two year on Cascade® Air electronic components.
- Five year on Flowform® soft seating.
- Three year on Flowform® Outdoor soft seating.
- One year on all electrical components.

- • One year on optional whiteboard Cascade® & Flowform® storage backs.
- • One year on Formica dry erase markerboard -90 laminates.

Please contact Smith System at 1-800-328-1061 if you have further questions.

Certification 46108

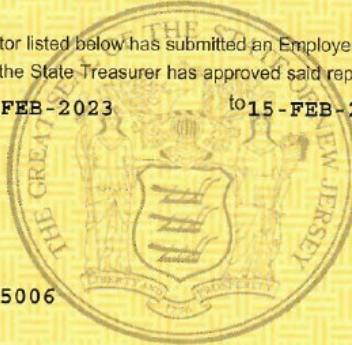
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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-FEB-2023** to **15-FEB-2026**

SMITH SYSTEM
1150 LUNA ROAD
CARROLLTON

TX 75006



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

Material Selection

- phthalate free
- lead free
- organic fluorine / PFAS free
- no harmful flame retardants
- All products are made with either recycled materials or materials that can be recycled at the end of their lifecycle.
- We prioritize responsibly sourced raw materials, including sustainable wood and metals.
- Packaging is optimized to reduce waste, incorporating recycled and recyclable materials wherever possible.

Industry Standards – below is a list of our general furniture categories and their corresponding standards. A test plan is made for every product we develop that identifies all the applicable tests from each standard that are to be carried out by an ISO 17025 accredited lab.

- Chairs: ANSI/BIFMA X6.1-2018 Educational Seating
- Tables: ANSI/BIFMA X5.5-2021 Desk & Table Products
- Storage: ANSI/BIFMA X5.9-2019 Storage Units
- Soft Seating: ANSI/BIFMA X5.4-2020 Public & Lounge Seating
- All furniture must also comply with UL's GREENGUARD GOLD Indoor Air Quality standard.

Testing Protocols

- BIFMA testing is conducted in 3rd party ISO 17025 accredited labs.
- Greenguard Gold testing is conducted at UL's dedicated labs.

Smith System is ISO 14001 certified and holds an EcoVadis Gold Rating, placing us in the top 5% of global furniture manufacturers for sustainability. As a carbon-neutral company since 2020, we're committed to reducing emissions 50% by 2030.

- **Design for Circularity:** Our furniture is built for durability and longevity, ensuring lasting performance in dynamic learning environments. Each product is engineered for easy disassembly, making repair, refurbishment, and recycling simple and efficient.
- **Recyclable and Responsible Materials:** Many of our products are made from nearly 100% recyclable materials, and we work closely with suppliers to source sustainable wood, metals, and low-emission components.
- **End-of-Life Support:** To reduce landfill waste, we connect customers with local recycling vendors or organizations that can repurpose used furniture. Quick-ship replacement parts are available to extend product lifespan and minimize waste.

We are proud to have built and maintained a strong safety culture, consistently exceeding industry standards.

OSHA Recordable Incident Rate:

- 2022: 1.3
- 2023: 0.97
- 2024: 0.00

Industry Average:

- 2022: 4.1
- 2023: 3.6
- 2024: 3.6

Experience Modification Rate (EMR):

- 2022: 0.69
- 2023: 0.68
- 2024: 0.80

As of : 04/14/2025 07:40:08

This summary page is designed to satisfy standard business needs. If you need to reinstate or terminate a business with the Texas Secretary of State, you must [obtain a certificate](#) specific to that purpose.

SMITH SYSTEM MANUFACTURING COMPANY	
Texas Taxpayer Number	14114249080
Mailing Address	1150 LUNA RD CARROLLTON, TX 75006-6630
 Right to Transact Business in Texas	ACTIVE
State of Formation	DE
SOS Registration Status (SOS status updated each business day)	ACTIVE
Effective SOS Registration Date	04/02/1982
Texas SOS File Number	0005429606
Registered Agent Name	CT CORPORATION SYSTEM
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201

4. REVENUE

Disaggregation of Revenue

The following table provides information about disaggregated revenue by product category for each of our reportable segments:

Product Category Data	Year Ended		
	February 23, 2024	February 24, 2023	February 25, 2022
Americas			
Desking, benching, systems and storage	\$ 1,059.4	\$ 1,089.7	\$ 903.3
Seating	643.6	692.4	583.2
Other (1)	716.8	654.1	508.6
International			
Desking, benching, systems and storage	255.6	262.5	271.0
Seating	261.8	290.0	283.8
Other (1)	222.4	243.9	222.8
	<u>\$ 3,159.6</u>	<u>\$ 3,232.6</u>	<u>\$ 2,772.7</u>

(1) The other product category data by segment consists primarily of third-party products, textiles and surface materials, worktools, architecture and other uncategorized product lines and services, less promotions and incentives on all product categories.

Reportable geographic information is as follows:

Reportable Geographic Revenue	Year Ended		
	February 23, 2024	February 24, 2023	February 25, 2022
United States	\$ 2,249.0	\$ 2,258.7	\$ 1,848.2
Foreign locations	910.6	973.9	924.5
	<u>\$ 3,159.6</u>	<u>\$ 3,232.6</u>	<u>\$ 2,772.7</u>

No individual country in the International segment represented more than 6% of our consolidated revenue in 2024, 2023 or 2022.

No single customer represented more than 5% of our consolidated revenue in 2024, 2023 or 2022.



REQUEST FOR PROPOSAL #R10-1176 FOR: FURNITURE AND STORAGE RELATED PRODUCTS AND SERVICES

March 7, 2025

Section Three:

Part A – Vendor Contract and Signature Form Attachment A – Equalis Group Administrative Agreement Attachment C – State Notices

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS 3

VENDOR CONTRACT AND SIGNATURE FORM 3

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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 _____
Smith System Manufacturing Company, Inc (“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:

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


14. CONTRACT SIGNATURE FORM

Please note: A copy of the Contract Signature Form has been provided in Section 2; Proposal Submission and Required Forms

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	Smith System Manufacturing Company, Inc.
Address	1150 Luna Rd
City/State/Zip	Carrollton TX 75006
Telephone No.	800-328-1061
Email address	lorries@smithsystem.com
Printed name	Lorrie Gibbs
Position with company	Contract Manager
Authorized signature	

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 AgentDate

Print Name

Equalis Group Contract Number _____

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: Lorrie Gibbs - Contract Manager

Street Address: 1150 Luna Rd

City/St/Zip: Carrollton TX 75006

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: 

By: _____

Name: Lorrie Gibbs

Name: _

Title: Contract Manager

Title: _____

Date: _____ 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 (<i>Where available or applicable</i>)
	Product Category level 3 (<i>Where available or applicable</i>)
	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

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 Winning 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.

**REQUEST FOR PROPOSAL #R10-1176 FOR:
FURNITURE AND STORAGE RELATED
PRODUCTS AND SERVICES**

March 7, 2025

Section Two:
Proposal Submission, Questionnaire and
Required Forms

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required 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**
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- ☒ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- ☒ **PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM**
- ☒ **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- ☒ **PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- ☒ **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
- ☒ **PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- ☒ **PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- ☒ **PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**
- ☒ **PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- ☒ **PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- ☒ **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- ☒ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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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.

(The rest of this page is intentionally left blank)

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?	Smith System Manufacturing Company, Inc.	
	What is the mailing address of your company's headquarters?	1150 Luna Rd, Carrollton TX 75006	
	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.	Lorrie Gibbs, Contract Manager Lorries@smithsystem.com 972-398-4067	
Products/Pricing (30 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.	Click or tap here to enter text.	
	The administrative fee is normally calculated as a percentage of the total		

	<p><i>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></p> <p><i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i></p> <p><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></p> <p><i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i></p> <p>No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination</p>	<p>We offer volume discounts to our dealers for large jobs usually starting around 100K list, then the dealers can pass that additional discount on to your members.</p> <p>Yes</p> <p>We accept check or ACH payments. If a credit card is used we charge a 3% fee per transaction.</p>
Ability of Customers to verify that they received contract pricing		
Payment methods		
Other factors relevant to this section as submitted by the Respondent		
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>	We manufacturer School furniture, desk, chairs, tables, soft seating, cabinets, shelving.
	<i>Outline how your products and services compare to those of your competitors.</i>	Our products are built: to last in a demanding school environment. Our pricing is in line with our competitors. Our customer service and shipping times are far superior to our competitors.
	<i>Describe any customization capabilities offered for standard product lines.</i>	We can do custom aminates and Edges on our tables and can do custom fabric on our soft seating as long as the laminates and fabric meet out high standards. There are up charges and extra lead times involved on any custom request.
	<i>Outline your digital design and visualization capabilities including digital rendering options.</i>	Click or tap here to enter text.
	<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>	Smith System will utilize our Authorized dealer network to help us service this contract. We will try to have at least one dealer in each state and can add dealers as needed.

Customer implementation and project management	Outline any value-added capabilities not already addressed.	We can provide virtual show room tours so show the ins and outs of our products. Our dealer network can also provide hands on services to the members. Our sales people and dealers can bring out samples for the members to see and try out.
	Outline project management methodologies from initial assessment to final installation.	Our dealers can take care of everything from start to finish on the projects.
Maintenance services and staff qualifications	Outline what ongoing training and consulting support is available to customers.	We manufacture furniture so there isn't any training required to use our product but we do have a large customer service team available from 7:30 to 5:00 Mon-Fri Central time. We also have a website that has instruction sheets on it for assembly information.
	Outline your preventative maintenance program for the offered products and services.	The only preventative maintenance needed for our products is to keep it clean with a mild cleaner.
Integration with other platforms	Identify certifications and qualifications required by installation and maintenance staff.	No certifications are required to install or maintain our products.
	Outline any warranty programs offered including term length and coverage details.	Please see our attached warranty.
Quality control and compliance	Outline any online ordering system applications and integration capabilities with existing systems.	Purchase orders just need to be emailed into Smithfax@smithsystem.com
	Identify relative quality control processes in place including material selection, testing protocols, and compliance with industry standards.	Click or tap here to enter text.
Customer service/problem resolution	Identify measures taken to stay current with technological advancements and integration into product lines.	Click or tap here to enter text.
	Outline all applicable product certifications currently held such as BIFMA or ADA.	All of our products meet the ANSI / BIFMA Standards. A lot of our desk and tables meet the ADA requirements.
Financial condition of vendor	Describe initiatives in place to address environmental impact measures such as product recycling, refurbishment, and disposal at end of life.	Click or tap here to enter text.
	Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).	Smith System has 7 customer service reps, 4 quote reps, 3 inside sales reps, 20 regional sales managers and 3 national sales managers. Our office hours are from 7:30 – 5:00 Mon-Fri Central time. The sales managers hours vary depending on the time zone they are in.
	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	Click or tap here to enter text.

	What was your annual sales volume over last three (3) years?	Click or tap here to enter text.
History of meeting products and services deadlines	Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.	A large portion of our products are quick shippable in 5-10 business days in quick ship colors. Up to 100 desk and chairs, up to 10 soft seating, up to 10 Flowform Storage, up to 20 cascade storage, up to 10 Constellate.
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	We have no problem providing sales reports for orders that have shipped, our system keeps track of all of that for us. For our billing we invoice each order separately, we would not combine multiple orders on to one invoice.
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	Click or tap here to enter text.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	Provide a link to your company's website Please provide a brief history of your company, including the year it was established.	https://smithsystem.com/ Back in 1905, Smith System® was a different company than we are today. We built heaters for one-room schools. And then water fountains – and lavatory systems. It was a simple mission – to keep kids warm, hydrated and clean, so they could focus on learning. But we soon discovered that, beyond those basic needs, there were other ways we could help. The more we worked for schools, the more we saw an ever-evolving environment that needed a furniture maker to nurture the change
Past relationship with Region 10 ESC and/or Region 10 ESC members	Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?	This will be our first contract with Region 10 ESC ourselves but we have had dealers sell our products on the contract for us like Meteor, School Specialty, Business Interiors.
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	Lorrie Gibbs will be your main contact person for Executive Support, Account management Contract Manager and Billing, Reporting & Accounts Payable. She has been at Smith System for 26 years starting in customer service and going to quotes and Contract management for the last 23 years. Michelle Lessman is our Marketing Manager, she has been with Smith System 4 years
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?	Click or tap here to enter text.
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.	Click or tap here to enter text. No we have not.

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 name & title; city & state; phone number; years serviced; description of services; and annual volume	NCPA, Matthew Mackel, Director Business Development, 832-331-2985 mmackel@ncpa.us . This is a national Contract, 12 years, School Furniture, \$9,954,708 E&I, Tina Smith, Business Manager 800-283-2634 tsmith@eandi.org , this is a national contract, 4 years, school furniture, \$11,160,717
Company profile and capabilities	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.	We will use authorized dealers to sell our products. To insure they comply with the contract we will have your members make the orders out to Smith System and just list the authorized dealer the worked with as their dealer of record so we can verify pricing is correct on every order we receive. This also guarantees we are able to report all sales properly.
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	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.	No we are not
	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.	
HUB Status and Outreach (10 Points)		
HUB (Historically Underutilized Business) status, subcontractor plan, and/or joint venture program	Please indicate whether you hold any Historically Underutilized Business certifications, including, but not limited to MBE, WBE, SBE, DBE, DVBE, VOB, VOSB, HUB, or HUBZone.	No we do not
	Do you currently have a HUB program in place, such as a Mentor Protégé Program or subcontractor program? If you have a HUB program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?	We do not have a program but we do use HUB dealers.
Good faith efforts to involve HUB subcontractors in response	Please attach any certifications you have as part of your response to Form 3. Did your company contact HUBs or minority chambers of commerce or similar HUB organizations by telephone, written	No we did not

	correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any HUBs were interested in subcontracting and/or joint ventures?	
Demonstrated ongoing HUB program	Outline your subcontractor strategy and efforts your organization takes to include HUB subcontractors in future work, including but not limited to efforts to reach out to individual HUB businesses, minority chambers of commerce, and other HUB business and trade associations.	We do not currently have a HUB Program
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	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.	<ul style="list-style-type: none"> • On our website • Email and print pieces directly to districts and schools • Special events and tradeshow • Through our Regional Sales Team • Through our expansive dealer network, including all the people/tools/resources they have available
	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.	With all new contracts we hold we have a training session with our customer service, sales and quotes teams to insure they understand the in's and out's of the contract. We also put all of our contact info and instructions in Salesforce so everyone can reference the information any time they need it no matter where they are.
	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	Yes we agree to provide any and everything you need to.
	Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.	Yes we can report sales monthly to this contract
Ability to manage a cooperative contract	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")	The quoting will be done by our authorized dealers but they have to ask for a quote from us and let us know if it will be a contract order. All contract quotes will be tagged with a unique code for the Equalis contract. This code will follow the job from quote to when it is converted to an order, through production and on to invoicing. Smith System does not sell direct to the public without a dealer involved so when we get a purchase order in that comes direct from a member we know it has to be tied to a contract so we verify with the member what contract they are using and what dealer they worked with.

	system. Include any individuals and/or teams involved in this process.	
	Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:	NCPA, Omnia, Buyboard, Tips, E&J, Sourcewell
Commitment to supporting agencies to utilize the contract	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.	We usually only list dealers on our contract that are very familiar with our products and the contract process. The exception is if one of your members has a dealer they would like to work with that is not on our authorized dealer list, then we would add them to make the member happy.
Other factors relevant to this section as submitted by the Respondent	Provide the number of sales representatives which will work on this contract and where the sales representatives are located.	We have 9 regional sales managers, 3 national sales managers, 3 inside sales managers and one sales manager that handles our national dealers. Each Sales manager covers a territory so the entire US is covered, one of our national sales managers covers international sales as well.

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. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

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: Smith System Manufacturing Company Inc

Title of Authorized Representative: Lorrie Gibbs – Contract Manager

Mailing Address: 1150 Luna Rd, Carrollton, TX 75006

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: Smith System Manufacturing Company Inc.

Title of Authorized Representative: Lorrie Gibbs – Contract Manager

Mailing Address: 1150 Luna Rd, Carrollton, TX 75006

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.



Signature of Respondent

3/31/2025

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.



Signature of Respondent

3/31/2025

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 Smith System Manufacturing Company Inc

ADDRESS 1150 Luna Rd

Carrollton TX 75006

PHONE 800-328-1061

FAX 972-398-4051

RESPONDANT



Signature

Lorrie Gibbs

Printed Name

Contract Manager

Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

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? *LB*
(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? *LB*
(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? *LB*
(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.)

Smith System Manufacturing Company Inc	1150 Luna Rd	
Company Name	Address	
Carrollton	TX	75006
_City	State	Zip

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? *26*

(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

Does vendor agree? Yes

3. Equal Employment Opportunity:

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? Yes

4. Davis-Bacon Act:

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.

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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? *JB*

(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? *JB*

(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? *JB*

(Initials of Authorized Representative)

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

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

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

Does vendor agree?



(Initials of Authorized Representative)

8. Debarment and Suspension:

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

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?



(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?



(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? LC

(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? LC

(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? LC

(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? LC

(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.

26-

(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.



(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.

Smith System Manufacturing Company Inc

Company Name



Signature of Authorized Company Official

Lorrie Gibbs

Printed Name

Contract Manager

Title

3/31/2025

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? *[Signature]*

(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? *[Signature]*

(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? *TL*
(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? *TL*
(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? *TL*
(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? *TL*
(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? *TL*
(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? *TL*
(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? *JS*
(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.



Signature of Respondent

3/31/2025

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: Smith System Manufacturing Company Inc

Street: 1150 Luna Rd

City, State, Zip Code: Carrollton TX 75006

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 Lorrie Gibbs, an authorized representative of Smith System Manufacturing Company, Inc, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

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

Name	Address	Interest
Fifth Third Bancorp, Fifth Third Financial Corp and Fifth Third Bank, National Association		10%
	Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, OH 45263	

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



Authorized Signature and Title

4-10-25

Date

[Faint, illegible handwritten text]



PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name: Smith System Manufacturing Company
Street: 1150 Luna Rd
City, State, Zip Code: Carrollton TX 75006

State of New Jersey

County of _____

I, Lorrie Gibbs of the Carrollton
Name City

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

I am the Contract Manager of the firm of Smith System Manufacturing Company
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

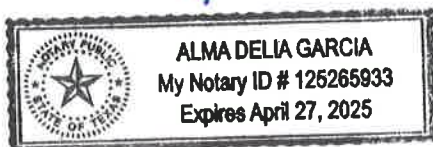
Smith System Manufacturing Company
Company Name

[Signature] Contract Manager
Authorized Signature & Title

Subscribed and sworn before me

this 10th day of April, 2025
[Signature] Alma D. Garcia
Notary Public of New Jersey
My commission expires 4/27, 2025

SEAL



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

Company Name: Smith System Manufacturing Company Inc
Street: 1150 Luna Rd
City, State, Zip Code: Carrollton TX 75006

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

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.



Authorized Signature and Title

3/31/2025

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

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.**

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page of [illegible]

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List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County 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: Fifth Third Bancorp, Fifth Third Financial
Corporation and Fifth Third Bank, National
Association

Home Address:
Fifth Third Center, 38 Fountain Square Plaza,
Cincinnati, Ohio 45263

Name:

Home Address:

Name:

Home Address:

Name:

Home Address:

Name:

Home Address:

Name:

Home Address:

Subscribed and sworn before me this 10th day of
April, 2025

(Notary Public)

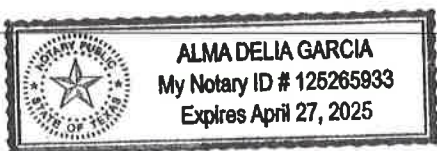
Alma Garcia

My Commission expires: 4-27-25

(Affiant)

(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.)

We would like to take an exception on freight for orders shipping to Alaska and Hawaii. All of our other states we added a percent of list to be added to the order for the freight on the discount page. For AK and HI we do not have a % that will work due to the need for ocean freight. We would like freight on these to have to be quoted each time we have a request for these states. We would also like charges over and above standard delivery like stair carry to be negotiable between the end user and the authorized dealer. These charges could vary greatly depending on location.



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).)

3/31/2025

Date


Authorized Signature & Title

Contract Manager

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	Smith System Manufacturing Company Inc
Address	1150 Luna Rd
City/State/Zip	Carrollton TX 75006
Telephone No.	<u>800-328-1061</u>
Email address	Lorries@smithsystem.com
Printed name	Lorrie Gibbs
Position with company	Contract Manager
Authorized signature	

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

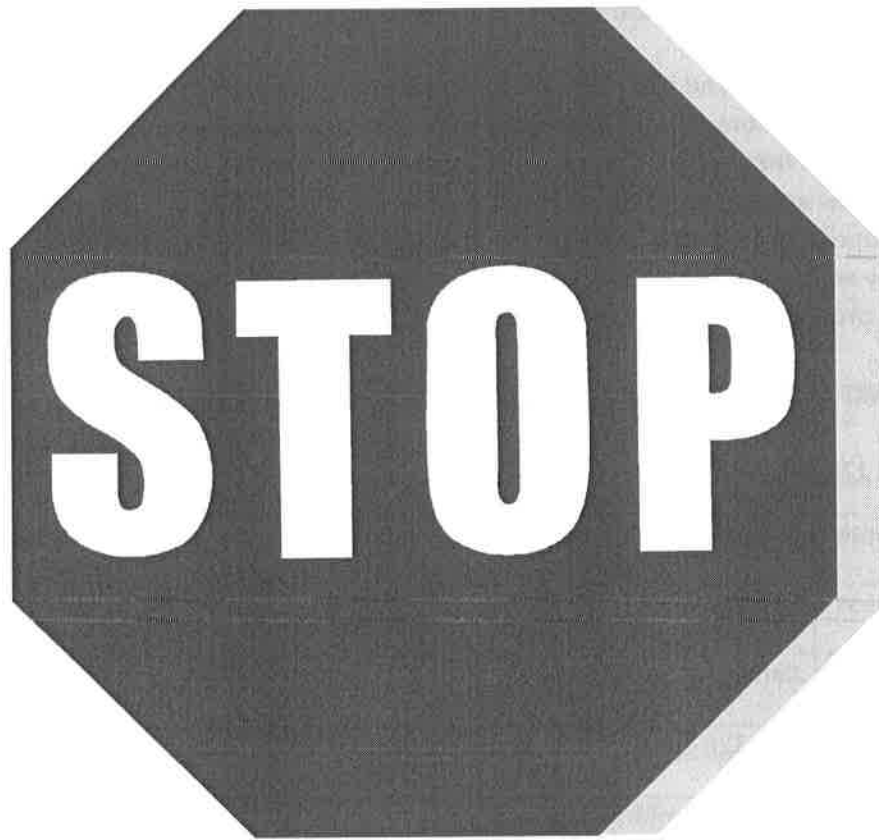
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

AUTHORIZED DEALER LIST

Alabama:

Dekalb Office
Amy Parkinson
1320 Ridgeland Pkwy
Alpharetta, GA 30004
Ph 205-930-4681
aparkinson@dekalboffice.com

Modular Concepts, LLC
Dale Layton
PO Box 2337
Alabaster AL 35007
Ph: 205-620-0922
Dalemodularconceptsllc@gmail.com
[m](#)

The Library Furniture Guy
Chris Pizzuto
8465 Ledge Circle
Trussville AL 35173
Ph: 205-877-3131
chris@thelibraryfurnitureguy.com

Kyle Office Solutions
Drew Kyle
1020 21st Avenue
Tuscaloosa AL 35403
ph: 205-345-5573
fx: 205-345-2363
dkyle@kyleofficesolutions.com

Kyser Office Works
Robert Strichik
2400 Spruce Street
Montgomery AL 36107
ph: 334-657-4408
robert@kyser.com

Cox Commercial Interiors, LLC
Ophelia Cox
208 23rd Street North
Birmingham AL 35203
Ph: 205-243-0972
ocox@ccominteriors.com

Alaska:

Capital Office – Qub’d International
Callie Strobel
1120 E 35th Ave
Anchorage, AK 99508
Ph: 907-602-9407
cstrobel@capital-office.com

Arctic Office Products
Rudy Borchardt
100 West Fireweed Lane
Anchorage AK
907-792-1106
rcborchardt@arcticoffice.com

Arizona:

Coyote School Furnishings
Jeff Martin
705 W. Queen Creek Rd #1079
Chandler, AZ 85248
Ph: 480-227-0800
Fx: 480-275-5380
jcmarton@coyoteschoolfurnishings.com

Goodmans Inc.
Jacqueline Mayo
1400 E Indian School Rd
Mesa, AZ 85014
Ph: 520-415-6303
jmayo@goodmans.com

Arkansas:

Moser
Contact: Phillip Moser
PO Box 1984
Rogers, AR 72757
Ph: 479-636-3481
Fax: 479-636-3489
Email: Prmoser@yahoo.com

SOPA Inc – School & Office Products
Jeannette Jacobe
PO Box 26015
Little Rock, AR 72221
Ph: 501-663-5500
Fx: 501-653-5508
jeannette@sopainc.com

California:

Call Tanny
Tanny Palmese
27846 Inverness
Mission Viejo CA 92692
Phone: 949- 310-3224
Fax: 949-380-0267
tanny@calltanny.com

Peninsula Business Interiors
Contact: Frank DeYoung
325 S. Main Street
Salinas, CA 93901
Ph: 831-757-4107

The Office City
Bill Jones
3167 Corporate Place
Hayward CA 94545
Phone: 877-484-3633
billj@theofficecity.com

One Workplace
Trevor Croghan
2500 De La Cruz Blvd
Santa Clara, CA 95050
Ph: 408-318-8462
Email:
tcroghan@oneworkplace.com

Pivot Interiors
Stacey Bailey
4733 Chabot Dr Ste 201
Pleasanton, CA 94588
Ph: 925-734-3600
sbailey@pivotinteriors.com

Demco
PO Box 14077
Madison, WI 53708
Phone: 608-241-1201
Fax: 800-417-7614

Paxton Patterson
Bud Johnson
4141 W 126th Street
Alsip, IL 60803
800-631-0158
Bud@paxpat.com

Southwest School and Office Supply
Gregg Ethier
3790 DeForest Cir.
Jurupa Valley, CA 91752
Ph: 909-980-7777
Fx: 909-980-7159
Gregg@southwestschool.com

Core Business Interiors
Sarah Mitchell
7761 N. Ingram, Suite 109
Fresno CA 93711
Ph: 661-803-0771
sarahm@corebusinessinteriors.com

Sierra School Equipment Company
M. Bryan Burrow
1911 Mineral Court
Bakersfield CA 93308
Ph: 661-399-2993 x 206
Fx: 661-399-0218
Bryanburrow@ssecinc.com

AUTHORIZED DEALER LIST

Culver Newlin
520 E Rincon St Ste 102
Corona CA 92879
Ph: 949-597-0123
Fx: 949-855-9577

Campbell Keller
Suzanne Kay
3041 65th Street, ste 3
Sacramento CA 95820
PH 916-231-9237
skay@campbellkeller.com

Palace Business Solutions
Tracy Crockett
2606 Chanticleer Ave
Santa Cruz, CA 95065
Ph: 831-476-3815
tracyc@gopalace.com

Office Source 360
Ivy Lubong
1321 E Marinette Ave
Exeter, CA 93221
559-592-3364
ivy@officesource360.com

Sam Clar Office Furniture
1221 Diamond Way
Concord CA 94520
800-726-2527
Dan Peters
925-771-7556
dan@samclar.com

Nexus
Chuck Asiodu
440 E Route 66
Glendora, CA 91740
ph: 626-470-7826
cell: 909-573-7750
chuck@nexusoe.com

Add Some Class
Tim McCrory
1110 Plum Tree Lane
Penryn CA 95663
ph: 916-663-4520
addsomeclass@ncbb.net

Kirksey & Co. Inc.,
Kimberly Kirksey
18500 Von Karman Ave, ste 350
Irvine CA 92612
Ph: 949-541-3101
kimberly@kirkseyandco.com

The Collective
Rob Zizak
2150 North First Street Ste 100
San Jose, CA 95131
408-613-8835
rzizak@collective.space

Canam Ergonomics Inc.
Rob Atkinson
12220 5th Street, # 185
Yucaipa, CA 92399
Ph: 909-796-1183
rob@canam-ergonomics.com

KBM Hogue
Krissa Collins
225 W. Santa Clara St
San Jose CA 95113
Ph: 916-426-3801
Krissa.collins@kbm-hogue.com

Colorado:
BC Interiors
Marissa Tambornino
3550 Frontier Ave, ste C2
Boulder CO 80301
Ph: 303-443-3666
marissat@bcinteriors.com

Connecticut:
Red Thread
22 Boston Wharf Road
Boston, MA 02210
Phone: 617-439-4900
Fax: 617-439-4131

Executive Suites LLC
Michael Ferguson
PO Box 5345
Bridgeport CT 06610
Cell: 203-243-0522
Ph: 203-339-7490
mferguson@execsof.com

Insalco Corporation
Harry Gruss
7 Capital Drive
Wallingford CT 06492
203-269-1238
Harry-insalco@snet.net

Delaware:
Brennan's Office Interiors, Inc
650 Center Point Blvd
New Castle, DE 19720
Phone: 302-325-81900

Corporate Interiors of Delaware
223 Lisa Dr
New Castle, DE 19720
Ph: 302-323-9100

Douron
10 Painters Mill Rd
Owings Mills, MD 21117
Ph: 401-363-2600

Corporate Source
3111 Rt. 38 #11-139
Mt Laurel, NJ 08054
Ph: 856-234-0084

Florida:
Library Interiors of Florida
Jeff Hunt
18302 Highwoods preserve Pkwy
ste 330
Tampa, FL 33647
Ph: 813-977-6805
Fx: 813-977-6806
Jeff.hunt@libraryinteriors.com
Library Interiors of Florida
Sonia Muniz
151 N. Nob Hill Road Ste 338
Plantation, FL 33324
Ph: 954-471-7181
smuniz@libraryinteriors.com

Meteor Education
690 NE 23rd Avenue
Gainesville, FL 32609
Phone: 1-800-699-7516
Fax: 352-373-0622

Schoolhouse Products, Inc
Erik Posusta
13517 Prestige Place, Ste 101
Tampa, FL 33635
Ph 813-855-1414
Fx 813-855-5414
erik@schoolhouseproducts.com

AUTHORIZED DEALER LIST

Office Environments
Beth McGraw
111 S Devilliers St, ste C
Pensacola, FL 32502
Ph 850-434-1165
Fx: 850-434-1170

bmcgraw@officenvironments.com

BOS Tampa
Jennifer Presley
1600 E Eighth Ave. C-201
Tampa FL 33605
Ph: 484-620-1379
jennifer.presley@bos.com

Empire Office
Bob Eckes
105 Madison Ave fl 15
New York NY 10016
Ph 407-509-5531
beckes@empireoffice.com

Signature Products Inc
2650 Pemberton Drive
Apopka, FL 32703
Ph: 407-299-0896
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Richmond VA 23230
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Ashland, VA 23005
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AUTHORIZED DEALER LIST

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Attn: David Hawkins
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Bill.waide@formsandsupply.com

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Lizzie.Scott@barrowsinc.com

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Fax: 617-439-4131

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206-768-8000

Open Square
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disaacs@open-sq.com

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Capitol Business Interiors
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Ph: 304-343-7551
www.cbiwv.com

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Hillsboro WI 54634
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afs1@comantenna.com

Demco
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Dan Bubolz
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Schroeder Solutions
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If a dealer is listed in one state they can sell in any state.

CERTIFICATE OF COMPLIANCE



Smith System Manufacturing

See product list below

UL 2818 - 2022 Gold Standard for Chemical Emissions for Building Materials, Finishes and Furnishings

Product tested in accordance with UL 2821 test method to show compliance to emission limits on UL 2818. Section 7.1 and 7.2.

Commercial furniture and furnishings are tested in accordance with ANSI/BIFMA M7.1-2011 and determined to comply with ANSI/BIFMA X7.1-2011 and ANSI/BIFMA e3-2014e Credit 7.6.1, 7.6.2, and 7.6.3. Panel based workstations are modeled in the open plan environment. Casework systems and individual furniture items are modeled in the private office environment. Seating products are modeled in the seating environment. Classroom furniture is modeled using the standard classroom model in the California Department of Public Health (CDPH) Standard Method v1.2.

Building Products are determined compliant in accordance with California Department of Public Health (CDPH) Standard Method V1.1-2010, using the applicable exposure scenario.



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UL GREENGUARD Certified Products Listing

Product Name	Certification	Status	Certificate Number	Certification Period	Restrictions
3-2-1 Desk	GREENGUARD Gold Certified	Certified	3003-420	2006.09.28-2025.09.28	
Interchange Diamond Desk	GREENGUARD Gold Certified	Certified	3006-420	2006.09.28-2025.09.28	
Huddle Desk	GREENGUARD Gold Certified	Certified	3008-420	2006.09.28-2025.09.28	
Interchange Student Desk	GREENGUARD Gold Certified	Certified	3009-420	2006.09.28-2025.09.28	
Planner Student Desk	GREENGUARD Gold Certified	Certified	3011-420	2006.09.28-2025.09.28	
Planner Access Station	GREENGUARD Gold Certified	Certified	3020-420	2006.09.28-2025.09.28	
Planner Lab	GREENGUARD Gold Certified	Certified	3021-420	2006.09.28-2025.09.28	
Planner Work Centers	GREENGUARD Gold Certified	Certified	3022-420	2006.09.28-2025.09.28	
Interchange Activity Table	GREENGUARD Gold Certified	Certified	3028-420	2006.09.28-2025.09.28	
Planner Activity Tables	GREENGUARD Gold Certified	Certified	3030-420	2006.09.28-2025.09.28	
Everything Cart	GREENGUARD Gold Certified	Certified	3044-420	2006.09.28-2025.09.28	



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Gorilla Book Trucks	GREENGUARD Gold Certified	Certified	3045-420	2006.09.28- 2025.09.28	
Book Trucks (Flat Shelves)	GREENGUARD Gold Certified	Certified	3094-420	2006.09.28- 2025.09.28	
Book Trucks (Slope Shelves)	GREENGUARD Gold Certified	Certified	3095-420	2006.09.28- 2025.09.28	
Mini Book Truck	GREENGUARD Gold Certified	Certified	3096-420	2006.09.28- 2025.09.28	
Silhouette Desk	GREENGUARD Gold Certified	Certified	3515-420	2006.09.28- 2025.09.28	
Cafe Tables	GREENGUARD Gold Certified	Certified	4451-420	2006.09.28- 2025.09.28	
Drawer Pedestal	GREENGUARD Gold Certified	Certified	4453-420	2006.09.28- 2025.09.28	
Flat Panel Mounts	GREENGUARD Gold Certified	Certified	4454-420	2006.09.28- 2025.09.28	
Planner Science Tables	GREENGUARD Gold Certified	Certified	6352-420	2006.09.28- 2025.09.28	
Booktruck Top (Shelf w/ Risers)	GREENGUARD Gold Certified	Certified	6392-420	2006.09.28- 2025.09.28	
Cascade	GREENGUARD Gold Certified	Certified	10335-420	2006.09.28- 2025.09.28	
Flavors Chair	GREENGUARD Gold Certified	Certified	10336-420	2006.09.28- 2025.09.28	
Interchange Diamond Open Front Desk	GREENGUARD Gold Certified	Certified	10337-420	2006.09.28- 2025.09.28	
Interchange Open Front Desk	GREENGUARD Gold Certified	Certified	10338-420	2006.09.28- 2025.09.28	
Interchange Science Tables	GREENGUARD Gold Certified	Certified	10339-420	2006.09.28- 2025.09.28	



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Interchange Wing Desk	GREENGUARD Gold Certified	Certified	10340-420	2006.09.28-2025.09.28	
Flavors Sled Base Chair	GREENGUARD Gold Certified	Certified	17162-420	2006.09.28-2025.09.28	
Flavors Stool	GREENGUARD Gold Certified	Certified	17163-420	2006.09.28-2025.09.28	
Cascade Teacher Desk	GREENGUARD Gold Certified	Certified	17164-420	2006.09.28-2025.09.28	
Planner Lab Plus	GREENGUARD Gold Certified	Certified	17598-420	2006.09.28-2025.09.28	
Cascade™ Teacher Desks	GREENGUARD Gold Certified	Certified	29595-420	2006.09.28-2025.09.28	
Flavors™ Noodle™ Stack Chair	GREENGUARD Gold Certified	Certified	29593-420	2006.09.28-2025.09.28	
Flavors Stack Chair	GREENGUARD Gold Certified	Certified	45397-420	2006.09.28-2025.09.28	
oodle™ stool	GREENGUARD Gold Certified	Certified	92729-420	2017.05.26-2025.09.28	
Elemental Activity Tables	GREENGUARD Gold Certified	Certified	92730-420	2017.05.26-2025.09.28	
Cascade Nomad Cart	GREENGUARD Gold Certified	Certified	92731-420	2017.05.26-2025.09.28	
Double Base Meeting Tables	GREENGUARD Gold Certified	Certified	92743-420	2017.05.26-2025.09.28	
Planner Studio Tables	GREENGUARD Gold Certified	Certified	162822-420	2020.03.20-2025.09.28	
Theorem Stack Chair	GREENGUARD Gold Certified	Certified	162823-420	2020.03.20-2025.09.28	
Theorem Wire Rod Frame Chair	GREENGUARD Gold Certified	Certified	162824-420	2020.03.20-2025.09.28	



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Theorem Wire Rod Frame Stool	GREENGUARD Gold Certified	Certified	162825-420	2020.03.20-2025.09.28	
Theorem Cantilever Chair	GREENGUARD Gold Certified	Certified	162826-420	2020.04.07-2025.09.28	
Groove® Stack Chairs	GREENGUARD Gold Certified	Certified	166657-420	2020.04.07-2025.09.28	
Groove® Mobile Stack Chairs	GREENGUARD Gold Certified	Certified	166658-420	2020.04.07-2025.09.28	
Groove® Cantilever Chair	GREENGUARD Gold Certified	Certified	166659-420	2020.04.07-2025.09.28	
Groove® Fixed Height Stools	GREENGUARD Gold Certified	Certified	166660-420	2020.04.07-2025.09.28	
Groove® Adjustable Height Chair	GREENGUARD Gold Certified	Certified	166661-420	2020.04.07-2025.09.28	
Groove® Adjustable Height Stool	GREENGUARD Gold Certified	Certified	166662-420	2020.04.07-2025.09.28	
Flowform Soft Rocker	GREENGUARD Gold Certified	Certified	251209-420	2021.10.29-2025.09.28	
FLOWFORM OTTOMAN	GREENGUARD Gold Certified	Certified	251277-420	2021.10.29-2025.09.28	
FLOWFORM BEAN BENCH - SMALL	GREENGUARD Gold Certified	Certified	251278-420	2021.10.29-2025.09.28	
FLOWFORM BEAN BENCH - LARGE	GREENGUARD Gold Certified	Certified	251279-420	2021.10.29-2025.09.28	
FLOWFORM STRAIGHT BENCH	GREENGUARD Gold Certified	Certified	251280-420	2021.10.29-2025.09.28	
FLOWFORM MID-HEIGHT BENCH DIVIDER - CURVED	GREENGUARD Gold Certified	Certified	251281-420	2021.10.29-2025.09.28	
FLOWFORM MID-HEIGHT BENCH DIVIDER - STRAIGHT	GREENGUARD Gold Certified	Certified	251282-420	2021.10.29-2025.09.28	



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FLOWFORM TAPERED CYLINDER STOOL	GREENGUARD Gold Certified	Certified	251283-420	2021.10.29-2025.09.28	
Numbers 18" Stack Chair	GREENGUARD Gold Certified	Certified	261807-420	2022.07.13-2025.09.28	
30" GROOVE BACKLESS STOOL	GREENGUARD Gold Certified	Certified	260378-420	2022.04.20-2025.09.28	
24" GROOVE BACKLESS STOOL	GREENGUARD Gold Certified	Certified	260379-420	2022.04.20-2025.09.28	
18" GROOVE BACKLESS STOOL	GREENGUARD Gold Certified	Certified	260380-420	2022.04.20-2025.09.28	
MOTUM TEACHER DESK 60"	GREENGUARD Gold Certified	Certified	260696-420	2022.04.20-2025.09.28	
MOTUM TEACHER DESK 72"	GREENGUARD Gold Certified	Certified	260700-420	2022.04.20-2025.09.28	
MOTUM TEACHER DESK 60" SPLIT-HEIGHT	GREENGUARD Gold Certified	Certified	260704-420	2022.04.20-2025.09.28	
MOTUM MOBILE LECTERN	GREENGUARD Gold Certified	Certified	260708-420	2022.04.20-2025.09.28	
NUMBERS ADJ.HT. STUDENT DESK - 20X27	GREENGUARD Gold Certified	Certified	260718-420	2022.04.20-2025.09.28	
NUMBERS ADJ.HT. STUDENT DESK - HUDDLE	GREENGUARD Gold Certified	Certified	260719-420	2022.04.20-2025.09.28	
NUMBERS ADJ.HT. STUDENT DESK - PETAL	GREENGUARD Gold Certified	Certified	260720-420	2022.04.20-2025.09.28	
NUMBERS ADJ.HT. STUDENT DESK - TRIANGLE	GREENGUARD Gold Certified	Certified	260721-420	2022.04.20-2025.09.28	
NUMBERS ADJ.HT. 2-STUDENT DESK - 24X48	GREENGUARD Gold Certified	Certified	260722-420	2022.04.20-2025.09.28	
NUMBERS ADJ.HT. 2-STUDENT DESK - 24X54	GREENGUARD Gold Certified	Certified	260723-420	2022.04.20-2025.09.28	



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NUMBERS ADJ.HT. 2-STUDENT DESK - 30X60	GREENGUARD Gold Certified	Certified	260724-420	2022.04.20-2025.09.28	
NUMBERS ADJ.HT. 2-STUDENT DESK - 30X60 TRAP	GREENGUARD Gold Certified	Certified	260725-420	2022.04.20-2025.09.28	
Flowform Square Ottoman	GREENGUARD Gold Certified	Certified	260752-420	2022.04.20-2025.09.28	
Flowform Hexagon Ottoman	GREENGUARD Gold Certified	Certified	260753-420	2022.04.20-2025.09.28	
Silhouette Sit + Stand Student Desk	GREENGUARD Gold Certified	Certified	260768-420	2022.04.20-2025.09.28	
Silhouette XL Sit + Stand Student Desk	GREENGUARD Gold Certified	Certified	260771-420	2022.04.20-2025.09.28	
24X60 - BOX/BOX/FILE - LEFT HAND	GREENGUARD Gold Certified	Certified	260683-420	2022.12.13-2025.09.28	
24X60 - DOOR W/TWO 3" & ONE 12" SW TOTES - RIGHT HAND	GREENGUARD Gold Certified	Certified	260684-420	2022.12.13-2025.09.28	
24X60 - DOOR W/TWO 3" & ONE 12" SW TOTES - LEFT HAND	GREENGUARD Gold Certified	Certified	260685-420	2022.12.13-2025.09.28	
24X72 - BOX/BOX/FILE - LEFT HAND	GREENGUARD Gold Certified	Certified	260687-420	2022.12.13-2025.09.28	
24X72 - DOOR W/TWO 3" & ONE 12" SW TOTES - RIGHT HAND	GREENGUARD Gold Certified	Certified	260688-420	2022.12.13-2025.09.28	
24X72 - DOOR W/TWO 3" & ONE 12" SW TOTES - LEFT HAND	GREENGUARD Gold Certified	Certified	260689-420	2022.12.13-2025.09.28	
24X60 - W/INTEGRATED 24X24 ADJ. HT. SURFACE - LEFT HAND	GREENGUARD Gold Certified	Certified	260691-420	2022.12.13-2025.09.28	
24X72 - W/INTEGRATED 24X24 ADJ. HT. SURFACE - RIGHT HAND	GREENGUARD Gold Certified	Certified	260692-420	2022.12.13-2025.09.28	
24X72 - W/INTEGRATED 24X24 ADJ. HT. SURFACE - LEFT HAND	GREENGUARD Gold Certified	Certified	260693-420	2022.12.13-2025.09.28	



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24x24 ADJ. HT. MOBILE WORK STATION - LEFT HAND	GREENGUARD Gold Certified	Certified	260695-420	2022.12.13-2025.09.28	
ELEMENTAL 24X48 NEST & FOLD TABLE	GREENGUARD Gold Certified	Certified	296291-420	2022.12.20-2025.09.28	
ELEMENTAL 24X60 NEST & FOLD TABLE	GREENGUARD Gold Certified	Certified	296292-420	2022.12.20-2025.09.28	
ELEMENTAL 24X72 NEST & FOLD TABLE	GREENGUARD Gold Certified	Certified	296293-420	2022.12.20-2025.09.28	
ELEMENTAL 30X48 NEST & FOLD TABLE	GREENGUARD Gold Certified	Certified	296294-420	2022.12.20-2025.09.28	
ELEMENTAL 30X60 NEST & FOLD TABLE	GREENGUARD Gold Certified	Certified	296295-420	2022.12.20-2025.09.28	
ELEMENTAL 30X72 NEST & FOLD TABLE	GREENGUARD Gold Certified	Certified	296296-420	2022.12.20-2025.09.28	
ELEMENTAL 60" HALF ROUND NEST & FOLD TABLE	GREENGUARD Gold Certified	Certified	296297-420	2022.12.20-2025.09.28	
ELEMENTAL 60" TRAPEZOID NEST & FOLD TABLE	GREENGUARD Gold Certified	Certified	296298-420	2022.12.20-2025.09.28	
NUMBERS 4-LEG STACK CHAIR - SIZE 1 (10")	GREENGUARD Gold Certified	Certified	296358-420	2022.12.20-2025.09.28	
NUMBERS 4-LEG STACK CHAIR - SIZE 2 (12")	GREENGUARD Gold Certified	Certified	296359-420	2022.12.20-2025.09.28	
NUMBERS 4-LEG STACK CHAIR - SIZE 3 (14")	GREENGUARD Gold Certified	Certified	296360-420	2022.12.20-2025.09.28	
NUMBERS 4-LEG STACK CHAIR - SIZE 4 (15")	GREENGUARD Gold Certified	Certified	296361-420	2022.12.20-2025.09.28	
NUMBERS 4-LEG STACK CHAIR - SIZE 5 (16")	GREENGUARD Gold Certified	Certified	296362-420	2022.12.20-2025.09.28	
NUMBERS 4-LEG MOBILE CHAIR - SIZE 3 (14")	GREENGUARD Gold Certified	Certified	296363-420	2022.12.20-2025.09.28	



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NUMBERS 4-LEG MOBILE CHAIR - SIZE 4 (15")	GREENGUARD Gold Certified	Certified	296364-420	2022.12.20-2025.09.28	
NUMBERS 4-LEG MOBILE CHAIR - SIZE 5 (16")	GREENGUARD Gold Certified	Certified	296365-420	2022.12.20-2025.09.28	
NUMBERS 4-LEG MOBILE CHAIR - SIZE 6 (18")	GREENGUARD Gold Certified	Certified	296366-420	2022.12.20-2025.09.28	
NUMBERS CANTILEVER CHAIR - SIZE 3 (14")	GREENGUARD Gold Certified	Certified	296367-420	2022.12.20-2025.09.28	
NUMBERS CANTILEVER CHAIR - SIZE 4 (15")	GREENGUARD Gold Certified	Certified	296368-420	2022.12.20-2025.09.28	
NUMBERS CANTILEVER CHAIR - SIZE 5 (16")	GREENGUARD Gold Certified	Certified	296369-420	2022.12.20-2025.09.28	
NUMBERS CANTILEVER CHAIR - SIZE 6 (18")	GREENGUARD Gold Certified	Certified	296370-420	2022.12.20-2025.09.28	
NUMBERS FIXED HEIGHT STOOL - SIZE 6 (22"H)	GREENGUARD Gold Certified	Certified	296371-420	2022.12.20-2025.09.28	
NUMBERS FIXED HEIGHT STOOL - SIZE 6 (24"H)	GREENGUARD Gold Certified	Certified	296372-420	2022.12.20-2025.09.28	
NUMBERS FIXED HEIGHT STOOL - SIZE 6 (28"H)	GREENGUARD Gold Certified	Certified	296373-420	2022.12.20-2025.09.28	
NUMBERS FIXED HEIGHT STOOL - SIZE 6 (30"H)	GREENGUARD Gold Certified	Certified	296374-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE SINGLE SEAT	GREENGUARD Gold Certified	Certified	296375-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE DOUBLE SEAT	GREENGUARD Gold Certified	Certified	296376-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE SCREEN	GREENGUARD Gold Certified	Certified	296377-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE SCREEN - BUBBLES	GREENGUARD Gold Certified	Certified	296378-420	2022.12.20-2025.09.28	



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FLOWFORM LEARN LOUNGE SCREEN - LEAVES	GREENGUARD Gold Certified	Certified	296379-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE SCREEN - RECTANGLES	GREENGUARD Gold Certified	Certified	296380-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE SCREEN - WAVES	GREENGUARD Gold Certified	Certified	296381-420	2022.12.20-2025.09.28	
FLOWFORM CURVED STORAGE WITH TOTES & SHELVES	GREENGUARD Gold Certified	Certified	296382-420	2022.12.20-2025.09.28	
FLOWFORM CURVED STORAGE WITH TOTES, SHELVES & BACK PANEL	GREENGUARD Gold Certified	Certified	296383-420	2022.12.20-2025.09.28	
FLOWFORM CURVED STORAGE WITH SHELVES	GREENGUARD Gold Certified	Certified	296384-420	2022.12.20-2025.09.28	
FLOWFORM CURVED STORAGE WITH SHELVES & BACK PANEL	GREENGUARD Gold Certified	Certified	296385-420	2022.12.20-2025.09.28	
FLOWFORM STRAIGHT STORAGE WITH TOTES	GREENGUARD Gold Certified	Certified	296386-420	2022.12.20-2025.09.28	
FLOWFORM STRAIGHT STORAGE WITH TOTES & BACK PANEL	GREENGUARD Gold Certified	Certified	296387-420	2022.12.20-2025.09.28	
FLOWFORM STRAIGHT STORAGE WITH SHELVES	GREENGUARD Gold Certified	Certified	296388-420	2022.12.20-2025.09.28	
FLOWFORM STRAIGHT STORAGE WITH SHELVES & BACK PANEL	GREENGUARD Gold Certified	Certified	296389-420	2022.12.20-2025.09.28	
NUMBERS ADJ.HT. STUDENT DESK - ADA - 20X38	GREENGUARD Gold Certified	Certified	296390-420	2022.12.20-2025.09.28	
NUMBERS ADJ.HT. 2-STUDENT DESK HIGH RANGE- 24X48	GREENGUARD Gold Certified	Certified	296391-420	2022.12.20-2025.09.28	
NUMBERS ADJ.HT. 2-STUDENT DESK HIGH RANGE- 24X54	GREENGUARD Gold Certified	Certified	296392-420	2022.12.20-2025.09.28	
NUMBERS ADJ.HT. 2-STUDENT DESK HIGH RANGE- 30X60	GREENGUARD Gold Certified	Certified	296393-420	2022.12.20-2025.09.28	



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NUMBERS ADJ.HT. 2-STUDENT DESK HIGH RANGE- 30X60 TRAP	GREENGUARD Gold Certified	Certified	296394-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE CURVED RECTANGLE TABLE	GREENGUARD Gold Certified	Certified	296395-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE CURVED RECTANGLE W/POWER TABLE	GREENGUARD Gold Certified	Certified	296396-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE OFFSET RECTANGLE TABLE	GREENGUARD Gold Certified	Certified	296397-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE OFFSET RECTANGLE W/POWER TABLE	GREENGUARD Gold Certified	Certified	296398-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE OFFSET TRIANGLE TABLE	GREENGUARD Gold Certified	Certified	296399-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE OFFSET TRIANGLE W/POWER TABLE	GREENGUARD Gold Certified	Certified	296400-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE OTTOMAN + SURFACE TABLE	GREENGUARD Gold Certified	Certified	296401-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE OTTOMAN + SURFACE W/POWER TABLE	GREENGUARD Gold Certified	Certified	296402-420	2022.12.20-2025.09.28	
FLOWFORM OVAL PEDESTAL BASE TABLE	GREENGUARD Gold Certified	Certified	296403-420	2022.12.20-2025.09.28	
FLOWFORM ROUND TRIANGLE TABLE WITH GLIDES	GREENGUARD Gold Certified	Certified	296404-420	2022.12.20-2025.09.28	
FLOWFORM ROUND TRIANGLE TABLE WITH CASTERS	GREENGUARD Gold Certified	Certified	296405-420	2022.12.20-2025.09.28	
FLOWFORM CLAMSHELL TABLE WITH GLIDES	GREENGUARD Gold Certified	Certified	296406-420	2022.12.20-2025.09.28	
FLOWFORM CLAMSHELL TABLE WITH CASTERS	GREENGUARD Gold Certified	Certified	296407-420	2022.12.20-2025.09.28	
FLOWFORM ROUND RECTANGLE TABLE WITH GLIDES	GREENGUARD Gold Certified	Certified	296408-420	2022.12.20-2025.09.28	



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FLOWFORM ROUND RECTANGLE TABLE WITH CASTERS	GREENGUARD Gold Certified	Certified	296409-420	2022.12.20-2025.09.28	
FLOWFORM ROUND TRAPEZOID TABLE WITH GLIDES	GREENGUARD Gold Certified	Certified	296410-420	2022.12.20-2025.09.28	
FLOWFORM ROUND TRAPEZOID TABLE WITH CASTERS	GREENGUARD Gold Certified	Certified	296411-420	2022.12.20-2025.09.28	
FLOWFORM OFFSET RECTANGLE TABLE WITH GLIDES	GREENGUARD Gold Certified	Certified	296412-420	2022.12.20-2025.09.28	
FLOWFORM OFFSET RECTANGLE TABLE WITH CASTERS	GREENGUARD Gold Certified	Certified	296413-420	2022.12.20-2025.09.28	
FLOWFORM OFFSET TRIANGLE TABLE WITH GLIDES	GREENGUARD Gold Certified	Certified	296414-420	2022.12.20-2025.09.28	
FLOWFORM OFFSET TIRANGLE TABLE WITH CASTERS	GREENGUARD Gold Certified	Certified	296415-420	2022.12.20-2025.09.28	
FLOWFORM LEARN LOUNGE TREES - ELM	GREENGUARD Gold Certified	Certified	319705-420	2024.03.11-2025.09.28	
FLOWFORM LEARN LOUNGE TREES - PALM	GREENGUARD Gold Certified	Certified	319707-420	2024.03.11-2025.09.28	
FLOWFORM LEARN LOUNGE TREES - PECAN	GREENGUARD Gold Certified	Certified	319706-420	2024.03.11-2025.09.28	
NUMBERS 16"-21" ADJ. HT. CHAIR - GLIDES	GREENGUARD Gold Certified	Certified	319588-420	2024.03.11-2025.09.28	
NUMBERS 17.5"-22.5" ADJ. HT. CHAIR - CASTERS	GREENGUARD Gold Certified	Certified	319587-420	2024.03.11-2025.09.28	
NUMBERS 22"-32" ADJ. HT. STOOL - GLIDES	GREENGUARD Gold Certified	Certified	319590-420	2024.03.11-2025.09.28	
NUMBERS 23.5"-33.5" ADJ. HT. STOOL - CASTERS	GREENGUARD Gold Certified	Certified	319589-420	2024.03.11-2025.09.28	
NUMBERS ADJ.HT. 2-STUDENT DESK - 24X60	GREENGUARD Gold Certified	Certified	319787-420	2024.03.11-2025.09.28	



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NUMBERS ADJ.HT. 2-STUDENT DESK HIGH RANGE- 24X60	GREENGUARD Gold Certified	Certified	319788-420	2024.03.11-2025.09.28	
NUMBERS ADJ.HT. STUDENT DESK - PETAL MIRRORED	GREENGUARD Gold Certified	Certified	319786-420	2024.03.11-2025.09.28	
NUMBERS CANTILEVER CHAIR - SIZE 2 (12")	GREENGUARD Gold Certified	Certified	319586-420	2024.03.11-2025.09.28	
OODLE CUSHION	GREENGUARD Gold Certified	Certified	319591-420	2024.03.11-2025.09.28	
OODLE FLOOR CUSHION WITH ROCKING BASE	GREENGUARD Gold Certified	Certified	319592-420	2024.03.11-2025.09.28	
POTENTIAL 16"-21" ADJ. HT. BACKLESS STOOL - GLIDES	GREENGUARD Gold Certified	Certified	319598-420	2024.03.11-2025.09.28	
FLOWFORM 15" LARGE BEAN BENCH	GREENGUARD Gold Certified	Certified	319575-420	2024.03.11-2025.09.28	
FLOWFORM 15" SMALL BEAN BENCH	GREENGUARD Gold Certified	Certified	319574-420	2024.03.11-2025.09.28	
FLOWFORM 15" STRAIGHT BENCH	GREENGUARD Gold Certified	Certified	319576-420	2024.03.11-2025.09.28	
FLOWFORM LEARN LOUNGE OTTOMAN + 36" SURFACE TABLE	GREENGUARD Gold Certified	Certified	319708-420	2024.03.11-2025.09.28	
FLOWFORM LEARN LOUNGE OTTOMAN + 36" SURFACE W/POWER TABLE	GREENGUARD Gold Certified	Certified	319709-420	2024.03.11-2025.09.28	
CONSTELLATE 36" LIBRARY LAMINATED MOBILE STORAGE, CASTERS	GREENGUARD Gold Certified	Certified	319701-420	2024.03.11-2025.09.28	
CONSTELLATE 36" LIBRARY LAMINATED MOBILE STORAGE, GLIDES	GREENGUARD Gold Certified	Certified	319702-420	2024.03.11-2025.09.28	
CONSTELLATE 36" LIBRARY LAMINATED STORAGE, ADDER	GREENGUARD Gold Certified	Certified	319693-420	2024.03.11-2025.09.28	
CONSTELLATE 36" LIBRARY LAMINATED STORAGE, STARTER	GREENGUARD Gold Certified	Certified	319694-420	2024.03.11-2025.09.28	



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CONSTELLATE 48" LIBRARY LAMINATED MOBILE STORAGE, CASTERS	GREENGUARD Gold Certified	Certified	319703-420	2024.03.11-2025.09.28	
CONSTELLATE 48" LIBRARY LAMINATED MOBILE STORAGE, GLIDES	GREENGUARD Gold Certified	Certified	319704-420	2024.03.11-2025.09.28	
CONSTELLATE 48" LIBRARY LAMINATED STORAGE, ADDER	GREENGUARD Gold Certified	Certified	319695-420	2024.03.11-2025.09.28	
CONSTELLATE 48" LIBRARY LAMINATED STORAGE, STARTER	GREENGUARD Gold Certified	Certified	319696-420	2024.03.11-2025.09.28	
CONSTELLATE 60" LIBRARY LAMINATED STORAGE, ADDER	GREENGUARD Gold Certified	Certified	319697-420	2024.03.11-2025.09.28	
CONSTELLATE 60" LIBRARY LAMINATED STORAGE, STARTER	GREENGUARD Gold Certified	Certified	319698-420	2024.03.11-2025.09.28	
CONSTELLATE 72" LIBRARY LAMINATED STORAGE, ADDER	GREENGUARD Gold Certified	Certified	319699-420	2024.03.11-2025.09.28	
CONSTELLATE 72" LIBRARY LAMINATED STORAGE, STARTER	GREENGUARD Gold Certified	Certified	319700-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 20"H, CUBBIES	GREENGUARD Gold Certified	Certified	319605-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 20"H, SHELVES	GREENGUARD Gold Certified	Certified	319604-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 20"H, TOTES	GREENGUARD Gold Certified	Certified	319606-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 30"H, CUBBIES	GREENGUARD Gold Certified	Certified	319608-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 30"H, LOCKER	GREENGUARD Gold Certified	Certified	319610-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 30"H, LOCKER+SHELVES	GREENGUARD Gold Certified	Certified	319611-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 30"H, SHELVES	GREENGUARD Gold Certified	Certified	319607-420	2024.03.11-2025.09.28	



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CONSTELLATE CLASSROOM STORAGE 30"H, TOTES	GREENGUARD Gold Certified	Certified	319609-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 36"W BOOK DISPLAY, CASTERS	GREENGUARD Gold Certified	Certified	319684-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 36"W BOOK DISPLAY, GLIDES	GREENGUARD Gold Certified	Certified	319685-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 40"H, UPPER-CUBBIES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319616-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 40"H, UPPER-CUBBIES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319613-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 40"H, UPPER-CUBBIES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319619-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 40"H, UPPER-SHELVES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319615-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 40"H, UPPER-SHELVES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319612-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 40"H, UPPER-SHELVES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319618-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 40"H, UPPER-TOTES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319617-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 40"H, UPPER-TOTES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319614-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 40"H, UPPER-TOTES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319620-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 42"W BOOK DISPLAY, CASTERS	GREENGUARD Gold Certified	Certified	319686-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 42"W BOOK DISPLAY, GLIDES	GREENGUARD Gold Certified	Certified	319687-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-CUBBIES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319625-420	2024.03.11- 2025.09.28	



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CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-CUBBIES, LOWER-LOCKER	GREENGUARD Gold Certified	Certified	319631-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-CUBBIES, LOWER-LOCKER W/SHELVES	GREENGUARD Gold Certified	Certified	319634-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-CUBBIES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319622-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-CUBBIES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319628-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-SHELVES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319624-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-SHELVES, LOWER-LOCKER	GREENGUARD Gold Certified	Certified	319630-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-SHELVES, LOWER-LOCKER W/SHELVES	GREENGUARD Gold Certified	Certified	319633-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-SHELVES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319621-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-SHELVES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319627-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-TOTES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319626-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-TOTES, LOWER-LOCKER	GREENGUARD Gold Certified	Certified	319632-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-TOTES, LOWER-LOCKER W/SHELVES	GREENGUARD Gold Certified	Certified	319635-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-TOTES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319623-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U20/L30), UPPER-TOTES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319629-420	2024.03.11-2025.09.28	



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CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-CUBBIES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319642-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-CUBBIES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319637-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-CUBBIES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319647-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-LOCKER W/SHELVES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319645-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-LOCKER W/SHELVES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319640-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-LOCKER W/SHELVES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319650-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-LOCKER, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319644-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-LOCKER, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319639-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-LOCKER, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319649-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-SHELVES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319641-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-SHELVES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319636-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-SHELVES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319646-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-TOTES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319643-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-TOTES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319638-420	2024.03.11-2025.09.28	



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CONSTELLATE CLASSROOM STORAGE 50"H (U30/L20), UPPER-TOTES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319648-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-CUBBIES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319657-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-CUBBIES, LOWER-LOCKER	GREENGUARD Gold Certified	Certified	319667-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-CUBBIES, LOWER-LOCKER W/SHELVES	GREENGUARD Gold Certified	Certified	319672-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-CUBBIES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319652-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-CUBBIES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319662-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-LOCKER W/SHELVES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319660-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-LOCKER W/SHELVES, LOWER-LOCKER	GREENGUARD Gold Certified	Certified	319670-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-LOCKER W/SHELVES, LOWER-LOCKER W/SHELVES	GREENGUARD Gold Certified	Certified	319675-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-LOCKER W/SHELVES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319655-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-LOCKER W/SHELVES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319665-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-LOCKER, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319659-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-LOCKER, LOWER-LOCKER	GREENGUARD Gold Certified	Certified	319669-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-LOCKER, LOWER-LOCKER W/SHELVES	GREENGUARD Gold Certified	Certified	319674-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-LOCKER, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319654-420	2024.03.11-2025.09.28	



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CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-LOCKER, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319664-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-SHELVES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319656-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-SHELVES, LOWER-LOCKER	GREENGUARD Gold Certified	Certified	319666-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-SHELVES, LOWER-LOCKER W/SHELVES	GREENGUARD Gold Certified	Certified	319671-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-SHELVES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319651-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-SHELVES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319661-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-TOTES, LOWER-CUBBIES	GREENGUARD Gold Certified	Certified	319658-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-TOTES, LOWER-LOCKER	GREENGUARD Gold Certified	Certified	319668-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-TOTES, LOWER-LOCKER W/SHELVES	GREENGUARD Gold Certified	Certified	319673-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-TOTES, LOWER-SHELVES	GREENGUARD Gold Certified	Certified	319653-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE 60"H, UPPER-TOTES, LOWER-TOTES	GREENGUARD Gold Certified	Certified	319663-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE UPPER- BOOK DISPLAY, LOWER-20"H CUBBIES	GREENGUARD Gold Certified	Certified	319677-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE UPPER- BOOK DISPLAY, LOWER-20"H SHELVES	GREENGUARD Gold Certified	Certified	319676-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE UPPER- BOOK DISPLAY, LOWER-20"H TOTES	GREENGUARD Gold Certified	Certified	319678-420	2024.03.11- 2025.09.28	
CONSTELLATE CLASSROOM STORAGE UPPER- BOOK DISPLAY, LOWER-30"H CUBBIES	GREENGUARD Gold Certified	Certified	319680-420	2024.03.11- 2025.09.28	



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CONSTELLATE CLASSROOM STORAGE UPPER-BOOK DISPLAY, LOWER-30"H LOCKER	GREENGUARD Gold Certified	Certified	319682-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE UPPER-BOOK DISPLAY, LOWER-30"H LOCKER W/SHELVES	GREENGUARD Gold Certified	Certified	319683-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE UPPER-BOOK DISPLAY, LOWER-30"H SHELVES	GREENGUARD Gold Certified	Certified	319679-420	2024.03.11-2025.09.28	
CONSTELLATE CLASSROOM STORAGE UPPER-BOOK DISPLAY, LOWER-30"H TOTES	GREENGUARD Gold Certified	Certified	319681-420	2024.03.11-2025.09.28	
POTENTIAL 17.5"-22.5" ADJ. HT. BACKLESS STOOL - CASTERS	GREENGUARD Gold Certified	Certified	319599-420	2024.03.11-2025.09.28	
POTENTIAL 18" BACKLESS STOOL	GREENGUARD Gold Certified	Certified	319593-420	2024.03.11-2025.09.28	
POTENTIAL 18" BACKLESS STOOL WITH CASTERS	GREENGUARD Gold Certified	Certified	319594-420	2024.03.11-2025.09.28	
POTENTIAL 22" BACKLESS STOOL	GREENGUARD Gold Certified	Certified	319595-420	2024.03.11-2025.09.28	
POTENTIAL 22"-32" ADJ. HT. BACKLESS STOOL - GLIDES	GREENGUARD Gold Certified	Certified	319600-420	2024.03.11-2025.09.28	
POTENTIAL 23.5"-33.5" ADJ. HT. BACKLESS STOOL - CASTERS	GREENGUARD Gold Certified	Certified	319601-420	2024.03.11-2025.09.28	
POTENTIAL 24" BACKLESS STOOL	GREENGUARD Gold Certified	Certified	319596-420	2024.03.11-2025.09.28	
POTENTIAL 30" BACKLESS STOOL	GREENGUARD Gold Certified	Certified	319597-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY 5-STAR TABLE - 48" DIAMETER, LOW LEGS	GREENGUARD Gold Certified	Certified	319741-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY 5-STAR TABLE - 48" DIAMETER, STD LEGS	GREENGUARD Gold Certified	Certified	319740-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY 5-STAR TABLE - 60" DIAMETER, LOW LEGS	GREENGUARD Gold Certified	Certified	319743-420	2024.03.11-2025.09.28	



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FORESIGHT ACTIVITY 5-STAR TABLE - 60" DIAMETER, STD LEGS	GREENGUARD Gold Certified	Certified	319742-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY 6-STAR TABLE - 60" DIAMETER, LOW LEGS	GREENGUARD Gold Certified	Certified	319745-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY 6-STAR TABLE - 60" DIAMETER, STD LEGS	GREENGUARD Gold Certified	Certified	319744-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY CLOVER TABLE - 48" DIAMETER, LOW LEGS	GREENGUARD Gold Certified	Certified	319735-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY CLOVER TABLE - 48" DIAMETER, STD LEGS	GREENGUARD Gold Certified	Certified	319734-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY CRESCENT TABLE - 30"X60", LOW LEGS	GREENGUARD Gold Certified	Certified	319765-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY CRESCENT TABLE - 30"X60", STD LEGS	GREENGUARD Gold Certified	Certified	319764-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY CRESCENT TABLE - 36"X72", LOW LEGS	GREENGUARD Gold Certified	Certified	319767-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY CRESCENT TABLE - 36"X72", STD LEGS	GREENGUARD Gold Certified	Certified	319766-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ENGAGE RECTANGLE TABLE - 30"X60", LOW LEGS	GREENGUARD Gold Certified	Certified	319749-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ENGAGE RECTANGLE TABLE - 30"X60", STD LEGS	GREENGUARD Gold Certified	Certified	319748-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ENGAGE RECTANGLE TABLE - 30"X72", LOW LEGS	GREENGUARD Gold Certified	Certified	319751-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ENGAGE RECTANGLE TABLE - 30"X72", STD LEGS	GREENGUARD Gold Certified	Certified	319750-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ENGAGE SQUARE TABLE - 42"X42", LOW LEGS	GREENGUARD Gold Certified	Certified	319753-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ENGAGE SQUARE TABLE - 42"X42", STD LEGS	GREENGUARD Gold Certified	Certified	319752-420	2024.03.11-2025.09.28	



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FORESIGHT ACTIVITY ENGAGE SQUARE TABLE - 48"X48", LOW LEGS	GREENGUARD Gold Certified	Certified	319755-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ENGAGE SQUARE TABLE - 48"X48", STD LEGS	GREENGUARD Gold Certified	Certified	319754-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ENGAGE TRAPEZOID TABLE - 30"X60", LOW LEGS	GREENGUARD Gold Certified	Certified	319747-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ENGAGE TRAPEZOID TABLE - 30"X60", STD LEGS	GREENGUARD Gold Certified	Certified	319746-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY FLOWER TABLE - 60" DIAMETER, LOW LEGS	GREENGUARD Gold Certified	Certified	319737-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY FLOWER TABLE - 60" DIAMETER, STD LEGS	GREENGUARD Gold Certified	Certified	319736-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY HALF MOON TABLE - 36"X72", LOW LEGS	GREENGUARD Gold Certified	Certified	319733-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY HALF MOON TABLE - 36"X72", STD LEGS	GREENGUARD Gold Certified	Certified	319732-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY HALF ROUND TABLE - 30"X48", LOW LEGS	GREENGUARD Gold Certified	Certified	319779-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY HALF ROUND TABLE - 30"X48", STD LEGS	GREENGUARD Gold Certified	Certified	319778-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY HALF ROUND TABLE - 30"X60", LOW LEGS	GREENGUARD Gold Certified	Certified	319781-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY HALF ROUND TABLE - 30"X60", STD LEGS	GREENGUARD Gold Certified	Certified	319780-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY HORSESHOE TABLE - 48"X72", LOW LEGS	GREENGUARD Gold Certified	Certified	319771-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY HORSESHOE TABLE - 48"X72", STD LEGS	GREENGUARD Gold Certified	Certified	319770-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY HORSESHOE TABLE - 57"X66", LOW LEGS	GREENGUARD Gold Certified	Certified	319777-420	2024.03.11-2025.09.28	



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FORESIGHT ACTIVITY HORSESHOE TABLE - 57"X66", STD LEGS	GREENGUARD Gold Certified	Certified	319776-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY KIDNEY TABLE - 48"X72", LOW LEGS	GREENGUARD Gold Certified	Certified	319731-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY KIDNEY TABLE - 48"X72", STD LEGS	GREENGUARD Gold Certified	Certified	319730-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY MOON TABLE - 41"X60", LOW LEGS	GREENGUARD Gold Certified	Certified	319759-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY MOON TABLE - 41"X60", STD LEGS	GREENGUARD Gold Certified	Certified	319758-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY RECTANGLE TABLE - 24"X36", LOW LEGS	GREENGUARD Gold Certified	Certified	319711-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY RECTANGLE TABLE - 24"X36", STD LEGS	GREENGUARD Gold Certified	Certified	319710-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY RECTANGLE TABLE - 24"X48", LOW LEGS	GREENGUARD Gold Certified	Certified	319713-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY RECTANGLE TABLE - 24"X48", STD LEGS	GREENGUARD Gold Certified	Certified	319712-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY RECTANGLE TABLE - 24"X60", LOW LEGS	GREENGUARD Gold Certified	Certified	319773-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY RECTANGLE TABLE - 24"X60", STD LEGS	GREENGUARD Gold Certified	Certified	319772-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY RECTANGLE TABLE - 24"X72", LOW LEGS	GREENGUARD Gold Certified	Certified	319775-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY RECTANGLE TABLE - 24"X72", STD LEGS	GREENGUARD Gold Certified	Certified	319774-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY RECTANGLE TABLE - 30"X48", LOW LEGS	GREENGUARD Gold Certified	Certified	319715-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY RECTANGLE TABLE - 30"X48", STD LEGS	GREENGUARD Gold Certified	Certified	319714-420	2024.03.11-2025.09.28	



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FORESIGHT ACTIVITY RECTANGLE TABLE - 30"X60", LOW LEGS	GREENGUARD Gold Certified	Certified	319717-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY RECTANGLE TABLE - 30"X60", STD LEGS	GREENGUARD Gold Certified	Certified	319716-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY RECTANGLE TABLE - 30"X72", LOW LEGS	GREENGUARD Gold Certified	Certified	319719-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY RECTANGLE TABLE - 30"X72", STD LEGS	GREENGUARD Gold Certified	Certified	319718-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ROUND TABLE - 42" DIAMETER, LOW LEGS	GREENGUARD Gold Certified	Certified	319725-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ROUND TABLE - 42" DIAMETER, STD LEGS	GREENGUARD Gold Certified	Certified	319724-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ROUND TABLE - 48" DIAMETER, LOW LEGS	GREENGUARD Gold Certified	Certified	319727-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ROUND TABLE - 48" DIAMETER, STD LEGS	GREENGUARD Gold Certified	Certified	319726-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ROUND TABLE - 60" DIAMETER, LOW LEGS	GREENGUARD Gold Certified	Certified	319769-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY ROUND TABLE - 60" DIAMETER, STD LEGS	GREENGUARD Gold Certified	Certified	319768-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY SPROCKET TABLE, LOW LEGS	GREENGUARD Gold Certified	Certified	319739-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY SPROCKET TABLE, STD LEGS	GREENGUARD Gold Certified	Certified	319738-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY SQUARE TABLE - 30"X30", LOW LEGS	GREENGUARD Gold Certified	Certified	319783-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY SQUARE TABLE - 30"X30", STD LEGS	GREENGUARD Gold Certified	Certified	319782-420	2024.03.11-2025.09.28	
FORESIGHT ACTIVITY SQUARE TABLE - 36"X36", LOW LEGS	GREENGUARD Gold Certified	Certified	319721-420	2024.03.11-2025.09.28	



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FORESIGHT ACTIVITY SQUARE TABLE - 36"X36", STD LEGS	GREENGUARD Gold Certified	Certified	319720-420	2024.03.11- 2025.09.28	
FORESIGHT ACTIVITY SQUARE TABLE - 42"X42", LOW LEGS	GREENGUARD Gold Certified	Certified	319785-420	2024.03.11- 2025.09.28	
FORESIGHT ACTIVITY SQUARE TABLE - 42"X42", STD LEGS	GREENGUARD Gold Certified	Certified	319784-420	2024.03.11- 2025.09.28	
FORESIGHT ACTIVITY SQUARE TABLE - 48"X48", LOW LEGS	GREENGUARD Gold Certified	Certified	319723-420	2024.03.11- 2025.09.28	
FORESIGHT ACTIVITY SQUARE TABLE - 48"X48", STD LEGS	GREENGUARD Gold Certified	Certified	319722-420	2024.03.11- 2025.09.28	
FORESIGHT ACTIVITY SQUIGGLE TABLE - 30"X60", LOW LEGS	GREENGUARD Gold Certified	Certified	319761-420	2024.03.11- 2025.09.28	
FORESIGHT ACTIVITY SQUIGGLE TABLE - 30"X60", STD LEGS	GREENGUARD Gold Certified	Certified	319760-420	2024.03.11- 2025.09.28	
FORESIGHT ACTIVITY SQUIGGLE TABLE - 41"X72", LOW LEGS	GREENGUARD Gold Certified	Certified	319763-420	2024.03.11- 2025.09.28	
FORESIGHT ACTIVITY SQUIGGLE TABLE - 41"X72", STD LEGS	GREENGUARD Gold Certified	Certified	319762-420	2024.03.11- 2025.09.28	
FORESIGHT ACTIVITY TRAPEZOID TABLE - 30"X60", LOW LEGS	GREENGUARD Gold Certified	Certified	319729-420	2024.03.11- 2025.09.28	
FORESIGHT ACTIVITY TRAPEZOID TABLE - 30"X60", STD LEGS	GREENGUARD Gold Certified	Certified	319728-420	2024.03.11- 2025.09.28	
FORESIGHT ACTIVITY YIN YANG TABLE - 54"X64", LOW LEGS	GREENGUARD Gold Certified	Certified	319757-420	2024.03.11- 2025.09.28	
FORESIGHT ACTIVITY YIN YANG TABLE - 54"X64", STD LEGS	GREENGUARD Gold Certified	Certified	319756-420	2024.03.11- 2025.09.28	
ISLE FLOOR CUSHION, CIRCLE	GREENGUARD Gold Certified	Certified	319577-420	2024.04.01- 2025.09.28	
ISLE FLOOR CUSHION, SQUARE	GREENGUARD Gold Certified	Certified	319578-420	2024.04.01- 2025.09.28	



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ISLE FLOOR CUSHION CART	GREENGUARD Gold Certified	Certified	319579-420	2024.04.01-2025.09.28	
ISLE FLOOR CUSHION CART, 10 CIRCLE CUSHIONS, 1 COLOR	GREENGUARD Gold Certified	Certified	319580-420	2024.04.01-2025.09.28	
ISLE FLOOR CUSHION CART, 10 SQUARE CUSHIONS, 1 COLOR	GREENGUARD Gold Certified	Certified	319581-420	2024.04.01-2025.09.28	
ISLE FLOOR CUSHION CART, 10 CIRCLE CUSHIONS, 2 COLORS	GREENGUARD Gold Certified	Certified	319582-420	2024.04.01-2025.09.28	
ISLE FLOOR CUSHION CART, 10 SQUARE CUSHIONS, 2 COLORS	GREENGUARD Gold Certified	Certified	319583-420	2024.04.01-2025.09.28	
ISLE FLOOR CUSHION CART, 10 CIRCLES, VARIETY PACK	GREENGUARD Gold Certified	Certified	319584-420	2024.04.01-2025.09.28	
ISLE FLOOR CUSHION CART, 10 SQUARE CUSHIONS, VARIETY PACK	GREENGUARD Gold Certified	Certified	319585-420	2024.04.01-2025.09.28	
FLOWFORM MOTION STOOL	GREENGUARD Gold Certified	Certified	334521-420	2024.07.12-2025.09.28	
FLOWFORM 15"H CYLINDER STOOL	GREENGUARD Gold Certified	Certified	334522-420	2024.07.12-2025.09.28	
FLOWFORM 15"H SQUARE OTTOMAN	GREENGUARD Gold Certified	Certified	334523-420	2024.07.12-2025.09.28	
FLOWFORM 15"H HEXAGON OTTOMAN	GREENGUARD Gold Certified	Certified	334524-420	2024.07.12-2025.09.28	
FLOWFORM 18"H SOFT ROCKER	GREENGUARD Gold Certified	Certified	336905-420	2024.08.30-2025.09.28	
FLOWFORM - SET OF 10 LEAVES	GREENGUARD Gold Certified	Certified	343440-420	2024.12.16-2025.09.28	
FLOWFORM - WALL MOUNTED PECAN TREE	GREENGUARD Gold Certified	Certified	343417-420	2024.12.16-2025.09.28	
FLOWFORM LEARN LOUNGE 10"H DOUBLE SEAT	GREENGUARD Gold Certified	Certified	343441-420	2024.12.16-2025.09.28	



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FLOWFORM PLAY – AMBULANCE	GREENGUARD Gold Certified	Certified	343418-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – ANIMALS 5-PACK	GREENGUARD Gold Certified	Certified	343434-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – AQUARIUM	GREENGUARD Gold Certified	Certified	343423-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – BARN	GREENGUARD Gold Certified	Certified	343424-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – BEACH	GREENGUARD Gold Certified	Certified	343428-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – COMMUNITY HELPERS 5-PACK	GREENGUARD Gold Certified	Certified	343433-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – DOGHOUSE	GREENGUARD Gold Certified	Certified	343425-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – FIRETRUCK	GREENGUARD Gold Certified	Certified	343419-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – MARKET	GREENGUARD Gold Certified	Certified	343436-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – PET STORAGE CART	GREENGUARD Gold Certified	Certified	343439-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – PIRATE SHIP	GREENGUARD Gold Certified	Certified	343429-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – POLICE CAR	GREENGUARD Gold Certified	Certified	343420-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – PUPPET THEATER	GREENGUARD Gold Certified	Certified	343437-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – RECREATION 5-PACK	GREENGUARD Gold Certified	Certified	343435-420	2024.12.16- 2025.09.28	
FLOWFORM PLAY – ROCKET	GREENGUARD Gold Certified	Certified	343430-420	2024.12.16- 2025.09.28	



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FLOWFORM PLAY – ROCKETSHIP	GREENGUARD Gold Certified	Certified	343438-420	2024.12.16-2025.09.28	
FLOWFORM PLAY – SAFARI	GREENGUARD Gold Certified	Certified	343426-420	2024.12.16-2025.09.28	
FLOWFORM PLAY – SCHOOL BUS	GREENGUARD Gold Certified	Certified	343421-420	2024.12.16-2025.09.28	
FLOWFORM PLAY – TENT	GREENGUARD Gold Certified	Certified	343431-420	2024.12.16-2025.09.28	
FLOWFORM PLAY – TRACTOR	GREENGUARD Gold Certified	Certified	343422-420	2024.12.16-2025.09.28	
FLOWFORM PLAY – TREEHOUSE	GREENGUARD Gold Certified	Certified	343432-420	2024.12.16-2025.09.28	
FLOWFORM PLAY – ZOO	GREENGUARD Gold Certified	Certified	343427-420	2024.12.16-2025.09.28	
PLANNER STUDIO 30x48 ADJUSTABLE STAINLESS STEEL TABLE - 30" DEEP, W/ CASTERS	GREENGUARD Gold Certified	Certified	343442-420	2024.12.16-2025.09.28	
PLANNER STUDIO 30x48 ADJUSTABLE STAINLESS STEEL TABLE - 30" DEEP, W/ GLIDES	GREENGUARD Gold Certified	Certified	343443-420	2024.12.16-2025.09.28	
PLANNER STUDIO 30x60 ADJUSTABLE STAINLESS STEEL TABLE - 30" DEEP, W/ CASTERS	GREENGUARD Gold Certified	Certified	343444-420	2024.12.16-2025.09.28	
PLANNER STUDIO 30x60 ADJUSTABLE STAINLESS STEEL TABLE - 30" DEEP, W/ GLIDES	GREENGUARD Gold Certified	Certified	343445-420	2024.12.16-2025.09.28	
PLANNER STUDIO 30x72 ADJUSTABLE STAINLESS STEEL TABLE - 30" DEEP, W/ CASTERS	GREENGUARD Gold Certified	Certified	343446-420	2024.12.16-2025.09.28	
PLANNER STUDIO 30x72 ADJUSTABLE STAINLESS STEEL TABLE - 30" DEEP, W/ GLIDES	GREENGUARD Gold Certified	Certified	343447-420	2024.12.16-2025.09.28	
SILHOUETTE 20x23.5 SIT + STAND NEST & FOLD STUDENT DESK, RECTANGLE	GREENGUARD Gold Certified	Certified	343448-420	2024.12.16-2025.09.28	
SILHOUETTE 20x27 SIT + STAND NEST & FOLD STUDENT DESK, RECTANGLE	GREENGUARD Gold Certified	Certified	343450-420	2024.12.16-2025.09.28	



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SILHOUETTE 21x30 SIT + STAND NEST & FOLD STUDENT DESK, COLLABORATIVE	GREENGUARD Gold Certified	Certified	343449-420	2024.12.16- 2025.09.28	
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