

**University of California (UC)**

**Contract #UCOP2021003074**

*for*

UC System-wide Dorm Furniture

*with*

**DCI, Inc.**

Effective: October 30, 2021

The following documents comprise the executed contract between the University of California and DCI, Inc. effective October 30, 2021:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



# UNIVERSITY OF CALIFORNIA

## Purchasing Agreement # UCOP 2021003074

As a result of Request for Proposal # 002343 RFP – Dorm Furniture – UC System-wide – March2021, the Agreement to furnish certain goods and services described herein and in the documents referenced herein (“Goods and/or Services”) is made by and between The Regents of the University of California, a California public cooperation (“UC”) on behalf of the University of California and the supplier named below (“Supplier”). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

### 1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A (“Statement of Work”) and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

**Cooperative Purchasing:** Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”) registered with OMNIA Partners, Public Sector (“Participating Public Agencies”) under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC’s responsibility except as outlined in the above referenced Request for Proposal # 002343 RFP – Dorm Furniture – UC System-wide – March2021. Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

**Order of Precedence:** Should any conflict arise between the terms of this Agreement and language set forth in the RFP or attachments, the inconsistency shall be resolved by giving precedence in the following order:

1. This agreement – UCOP-2021003074 UC-wide Dorm Furniture DCI
2. RFP # 002343 RFP – Dorm Furniture – UC System-wide – March2021

### 2. Term of Agreement/Termination

- a) The term of the Agreement will be from **October 30, 2021** and through **October 29, 2026** and is subject to earlier termination as provided below. The term may be extended upon the agreement of the parties for five consecutive, one-year extensions to a maximum of 10 years.
- b) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30 days'** notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.
- c) UC or Supplier may terminate the Agreement for convenience by giving the other party at least 180 calendar days' written notice.

### 3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

Upon written agreement by both parties, advance payments (progress payments) may be requested by the supplier before the execution of a purchase order. Advanced payment schedules will be stated within the respective campus Statement of Works based on quantities delivered, percentages of project completion or as stipulated by the ordering campus or supplier.

#### 4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Attachment A - Statement of Work, Attachment B – Price List or Purchase Order for Pricing.

For system-wide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of system-wide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

**Price Increases:** Supplier's pricing as reflected in Attachment B – Price List are fixed for the first 12 months of the agreement. Following the initial pricing term, price increases may not exceed 3% or PPI indexes for respective materials. Price increases shall be subject to adjustments no more than once in each successive twelve (12) month period of this Agreement. Any price increase requires a ninety (90) day prior written notice. Price increases must be supported by documented evidence of Supplier's raw material price increases.

#### 5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding contract issues:

<b>Name</b>	Sean Parker
<b>Phone</b>	805-451-1545
<b>Email</b>	<a href="mailto:Sean.Parker@ucop.edu">Sean.Parker@ucop.edu</a>
<b>Address</b>	1111 Franklin St.
	Oakland, CA 94607

To Supplier:

<b>Name</b>	Henry Kober
<b>Phone</b>	800-552-8286
<b>Email</b>	sales@dcifurn.com
<b>Address</b>	265 South Main Street
	Lisbon, NH 03585

#### 6. Intellectual Property, Copyright and Patents

The Goods and/or Services involve Work Made for Hire

The Goods and/or Services **do not** involve Work Made for Hire

#### 7. Patient Protection and Affordable Care Act (PPACA)

Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.



The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

## **8. Prevailing Wages**

Supplier is not required to pay prevailing wages when providing the Services.

## **9. Fair Wage/Fair Work**

Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

## **10. Federally Funded Contracts, Grants, and Cooperative Agreements**

Not Applicable

## **11. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts**

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

## **12. Insurance**

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – DCI.

## **13. Service-Specific and/or Goods-Specific Provisions**

No Applicable

## **14. Records about Individuals**

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC’s property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

## **15. Amendments to UC Terms and Conditions of Purchase**

No Amendments

### 16. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Purchasing Agreement UCOP-2021003074 UC-wide Dorm Furniture DCI
- b. UC Terms and Conditions of Purchase – dated 4-5-2021
- c. Attachment A - Statement of Work Template
- d. Attachment B – Price List DCI
- e. UC Request for Proposal # 002343 RFP – Dorm Furniture – UC System-wide – March 2021
- f. Supplier’s responses thereto submitted on or about April 29<sup>th</sup> 2021 (“RFP Response”)
- g. UC Sustainable Practices Policy
- h. Value Add – DCI – Total Catalog

### 17. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

**This Agreement can only be signed by an authorized representative with the proper delegation of authority.**

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

Justin Sullivan

\_\_\_\_\_  
(Signature)

Justin Sullivan Director, Strategic Sourcing

\_\_\_\_\_  
(Printed Name, Title)

11/4/2021  
\_\_\_\_\_  
(Date)

DCI, Inc.



\_\_\_\_\_  
(Signature)

Henry A. Kober / President

\_\_\_\_\_  
(Printed Name, Title)

29 OCT 2021  
\_\_\_\_\_  
(Date)



## ARTICLE 1 – GENERAL

The equipment, materials, or supplies (“Goods”) and/or services (“Services”) furnished by Supplier (together, the “Goods and Services”) and covered by the UC Purchase Order (“PO”) and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”) are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, “UC” refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as “Party” and collectively as “Parties.” Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Supplier accepts all of the Agreement’s terms and conditions either in writing, by shipping any portion of the Goods, or performing any portion of the Services. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

## ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement (“Initial Term”) will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC’s obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC (“Funding”). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that
  - a. UC provided Supplier with notice of termination or
  - b. Supplier’s provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
- E. If any of the following appendices are incorporated in to the agreement, then they will control in the event that the appendices conflict with the provisions of this Article:
  - UC’s Appendix – Data Security,
  - Appendix – BAA, and/or
  - Appendix – GDPR



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### **ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.**

Pricing is set forth in the Agreement or PO, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix (<https://www.ucop.edu/procurement-services/procurement-systems/supplier-invoicing,-terms-and-settlement-matrix.html>). UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or PO number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or PO. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

### **ARTICLE 4 – INSPECTION.**

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

### **ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES**

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel, and supplies sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and those individuals will not again be assigned to provide Services without UC's written permission. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.



### ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. **General Warranties.** Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. **Permits and Licenses.** Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. **Federal and State Water and Air Pollution Laws.** Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. **Web Accessibility Requirements.** As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
  - a. It complies with California and federal disability laws and regulations; and
  - b. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
  - c. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. **General Accessibility Requirements.** Supplier warrants that:
  - a. It will comply with California and federal disability laws and regulations;
  - b. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
  - c. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. **Warranty of Quiet Enjoyment.** Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that



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will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment, Suspension, U.S. Government Restricted Party Lists. Supplier warrants that it is not on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and is not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.
- K. Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for UC, or provide to UC to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

Supplier will provide "Timely Notice" to the UC of any changes to the statements, confirmations or representations made in its proposal response or in any information provided as part of the contract award process, including in particular any changes to the certifications or representations made regarding NDAA Section 889. Timely Notice means that Supplier will notify UC in writing within 3 business days of any changes to the representations or confirmations made in relation to NDAA Section 889. Notice shall include the representations or confirmations made and the changes to those representations or confirmations. The notice shall be provided by a Supplier representative authorized to bind the Supplier.

### **ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS**

- A. Goods and/or Services Involving Work Made for Hire.
  - a. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In



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- the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
- b. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
  - c. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
  - d. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Goods and/or Services Not Involving Work Made for Hire.
- a. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
  - b. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
  - c. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
  - d. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of



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infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

### ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means:

- a. Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner;
- b. Unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and
- c. The acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.





### ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
  - a. Each Occurrence \$ 1,000,000
  - b. Products/Completed Operations Aggregate \$ 2,000,000
  - c. Personal and Advertising Injury \$ 1,000,000
  - d. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation:
  - a. Costs to notify parties whose data were lost or compromised;
  - b. Costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised;
  - c. Costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs;
  - d. Any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and
  - e. Any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:



## Terms and Conditions of Purchase

- P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
- P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
- P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
- P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.
- G. Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>
- H. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
- Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
  - Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

### **ARTICLE 10 – USE OF UC NAME AND TRADEMARKS**

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

### **ARTICLE 11 – FEDERAL FUNDS**

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.



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- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
- a. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
  - b. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
  - c. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
  - d. FAR 52.219-8, Utilization of Small Business Concerns;
  - e. FAR 52.222-17, Non-displacement of Qualified Workers;
  - f. FAR 52.222-21, Prohibition of Segregated Facilities;
  - g. FAR 52.222-26, Equal Opportunity;
  - h. FAR 52.222-35, Equal Opportunity for Veterans;
  - i. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
  - j. FAR 52.222-37, Employment Reports on Veterans;
  - k. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
  - l. FAR 52.222-41, Service Contract Labor Standards;
  - m. FAR 52.222-50, Combating Trafficking in Persons;
  - n. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
  - o. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
  - p. FAR 52.222-54, Employment Eligibility Verification;
  - q. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
  - r. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
  - s. FAR 52.224-3, Privacy Training;
  - t. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
  - u. FAR 52.233-1, Disputes; and
  - v. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled 'Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)' and located at [www.ucop.edu/procurement-services/policies-forms/index.html](http://www.ucop.edu/procurement-services/policies-forms/index.html) is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
- a. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
  - b. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  - c. Byrd Anti-Lobbying. Supplier certifies 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



## Terms and Conditions of Purchase

- 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 U.S.C. 1352.
- d. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
  - e. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
- a. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
  - b. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
  - c. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
  - d. Byrd Anti-Lobbying. Supplier certifies 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 U.S.C. 1352.

### **ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION**

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a



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breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

### **ARTICLE 13 – LIENS**

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

### **ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED**

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to



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that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

### **ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY**

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

### **ARTICLE 16 – COOPERATION**

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

### **ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS**

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with



## Terms and Conditions of Purchase

performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Supplier agrees to provide UC (the contact listed on the PO) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the PO) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

### **ARTICLE 18 – CONFLICT OF INTEREST**

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

### **ARTICLE 19 – AUDIT REQUIREMENTS**

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

### **ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION**



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- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.
- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
- a. Personally identifiable information,
  - b. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
  - c. Medical information as defined by California Civil Code § 56.05,
  - d. Cardholder data,
  - e. Student records, or
  - f. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
    - i. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.);
    - ii. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
    - iii. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
    - iv. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 et seq.);





## Terms and Conditions of Purchase

- v. The Fair Credit Reporting Act (15 U.S.C. § 1681 et seq), and
  - vi. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

### ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

### ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

<https://www.ucop.edu/procurement-services/for-ucstaff/sustainable-procurement/sustainableprocurementguidelines.pdf>

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.



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- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
  - a. Uses bulk packaging;
  - b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
  - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
  - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
  - e. Uses locally recyclable or certified compostable material.
- D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

### **ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY**

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
  - a. Supplier offers health coverage to its full-time employees who are performing Services for UC;
  - b. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and



## Terms and Conditions of Purchase

- c. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
  - a. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
  - b. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.
- C. Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

### ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1.

Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such



## Terms and Conditions of Purchase

forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

### ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will

- a. At Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>), concerning Supplier's compliance with this provision, and
- b. Ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its work papers for UC Fair Wage/Fair Work for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

### ARTICLE 26 – MEDICAL DEVICES



## Terms and Conditions of Purchase

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration (“FDA”) and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is:

- a. Recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them;
- b. Intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or
- c. Intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC’s purchase or lease of any Medical Device or Supplier’s use of any Medical Device in providing Goods and/or Services hereunder, Supplier will:

- a. Perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable;
- b. Perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware;
- c. Conduct a vulnerability scan encompassing all ports and fuzz testing; and
- d. Provide UC with reports for a-c. Supplier warrants that all Goods or Medical Devices are compliant with FDA’s most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier’s performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier’s sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the



## Terms and Conditions of Purchase

extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

### **ARTICLE 27 – FORCE MAJEURE**

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, UC shall have the option of terminating this Agreement upon written notice to Supplier.

### **ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING**

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

### **ARTICLE 29 – NO THIRD-PARTY RIGHTS**

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

### **ARTICLE 30 – OTHER APPLICABLE LAWS**

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

### **ARTICLE 31 – NOTICES**



## Terms and Conditions of Purchase

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

### **ARTICLE 32 – SEVERABILITY**

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

### **ARTICLE 33 – WAIVER**

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

### **ARTICLE 34 – AMENDMENTS**

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

- a. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- b. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- c. Changes in the status of the parties;
- d. Changes in flow down terms from external parties; and
- e. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

### **ARTICLE 35 – GOVERNING LAW AND VENUE**

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

### **ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

### **ARTICLE 37 – SUPPLIER TERMS**

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.



### ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX-GDPR.

### ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; security services; billing and coding services; sterile processing; hospital or nursing assistant services; and medical imaging or other medical technician services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

- a. Upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) and at Supplier's expense; and
- b. Ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.



**ATTACHMENT A TO PURCHASING AGREEMENT # \_\_\_\_\_**  
**STATEMENT OF WORK**

This Statement of Work # \_\_ (“SOW”) is issued pursuant to Purchasing Agreement # \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ between UC and Supplier (“Agreement”).

**1. Title and Description of the Scope of Goods and/or Services**

[Buyer: Provide an overview and background of Goods and/or Services to be provided.]

**2. Term of SOW**

This SOW will begin on \_\_\_\_\_, 20\_\_ (“Effective Date”) and continue through \_\_\_\_\_, 20\_\_. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

**3. Key Tasks and Activities, Deliverables and Completion Timeframe**

Supplier Obligations				
Task		Activities	Deliverables	Completion Date or Timeframe
1	[General description]	[Specific details using action verbs like “create”, “develop”, “test”, “analyze”, “evaluate”, etc.]	[List each discrete tangible work product that is considered a critical end result from the Supplier; deliverables are nouns, not verbs]	[Specific dates are best; can be stated as “Week 1”, “Week 2”, etc.]
2				
3				
4				
5				
Additional as needed		<p>Include: Identify all phases. If additional phases will not be known until first phase work begins, be sure to specify hourly rate and a not to exceed price for this work.</p> <p>Request Supplier to provide data type, protected health information and other data</p>		

#### 4. UC Obligations

[Buyer: Include as appropriate language such as: UC will provide working space, equipment, furniture, utilities, and services, as follows:]

#### 5. Place(s) of Performance

[Buyer: Use this section if appropriate to outline where Services will be provided]

#### 6. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	
Phone	
Email	
Address	

Subcontractors authorized to provide Goods and/or Services under this SOW [Buyer: Names should be listed only if Agreement permits use of subcontractors]:

Name of Subcontractor	Goods and/or Services the Subcontractor will provide

Supplier's Account Management Team is:

<b>Name</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Address</b>	
<b>Name</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Address</b>	
<b>Name</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Address</b>	
<b>Name</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Address</b>	

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

<b>Name</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Address</b>	

## 7. Reporting Requirements

**[Buyer: Identify any key reports that should be produced by Supplier or critical reporting events. This can be included in the table above if preferred.]**

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

## 8. Assumptions

- a) The following items are not included within the scope of Goods and/or Services to be provided under this SOW: **[Buyer: Delete if not needed]**
- b) **[Buyer: Add more as needed]**
- c) Additional assumptions include the following: **[Buyer: Delete if not needed, but list any UC dependencies that must be fulfilled in order for Supplier to provide the Goods and/or Services]**
- d) **[Buyer: Add more as needed]**

## 9. Service Level Agreement

- a) **[Buyer: Any critical SLAs should be stated here. For goods, consider the following language:]**

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide the following minimum service standards:

Normal delivery	-next business day
Rush delivery	-within 4 hours
Pick up returns	-within 2 business days
Request for reports	-within 5 business days
Order fill rate	-98%
Delivery accuracy	-98%
Delivery, on-time	-98%
Invoice/billing accuracy	-98%
Customer service satisfaction	-98%

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

## 10. Pricing, Invoicing Method, and Settlement Method and Terms

**[Buyer: Pricing includes the contract amount (for instance, time and materials using an hourly rate; whether there is a not to exceed cap; and flat fee); and the payment schedule (what percentage must be paid at what times, including milestones)]**

Pricing is addressed below. The Invoicing Method, and Settlement Method and Terms are addressed in the applicable Agreement. As regards Invoicing Method, and Settlement Method and Terms, the terms of the applicable Agreement will take precedence over any conflicting terms in this Statement of Work.

- a) "Fixed Price Services" to be rendered under this SOW, including deliverables to be provided as part of Fixed Price Services, are described in this section as:
- b) "Time and Materials Services" to be rendered under this SOW, including deliverables to be provided as part of Time and Materials Services:
- c) The rates applicable to each person who will render Time and Materials Services are as follows:

Name and Title of Person Rendering Services	Rate per Hour/Day	Estimated No. of Days	Extended Cost of Fees	UC MRC
Estimated Maximum Expenses (if any):			n/a	

Estimated Maximum Cost:		
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d) **[Buyer: Outline Payment Schedule as needed]**

## 11. Program Requirements

**[Buyer: If items will be ordered by catalog, use the Appendix – Electronic Commerce. If applicable, consider using these additional terms for Goods:]**

Order Packaging and Labeling. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and Supplier-observed holidays. Supplier provide UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact Supplier's ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

Campus direct (desktop delivery)	- by 3:30 pm Pacific Time
Storehouse (drop ship delivery)	- by 10:00 am Pacific Time

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Rush Delivery Requirements. Supplier agrees to deliver UC emergency orders within four (4) hours after receipt of order at no additional charge to UC. Rush delivery orders for same day delivery must be requested by UC prior to 1:00 pm Pacific Time. Supplier cannot guarantee, but agrees to use good faith efforts to provide same day delivery for rush orders UC places after 1:00 pm Pacific Time.

Returns. Supplier agrees to accept Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Supplier must pick up returns from the ordering department location within two business days. Services under \$20.00 do not need to be physically returned to Supplier.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

## 12. Acceptance Criteria and Testing

**[Buyer: Provide details of the Acceptance Criteria and testing which each Deliverable or Milestone must meet to be accepted, if specifics aren't defined.]**

- a) **[Buyer: Indicate any additional financial or other considerations resulting from acceptance testing]**

## 13. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

## 14. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

## 15. Additional Terms

**[Buyer: If recording devices will be allowed, add the following: Supplier will use recording devices in discussions with UC employees only when UC and the employees so authorize; this authorization must be in writing. If applicable, Supplier's use of recording devices in such discussion is proposed as follows: (Insert terms)]**

Insurance Requirements **[Buyer: insert terms, if needed or different from basic levels in T&Cs]**

This Statement of Work is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

**[SUPPLIER NAME]**

\_\_\_\_\_  
(Signature)

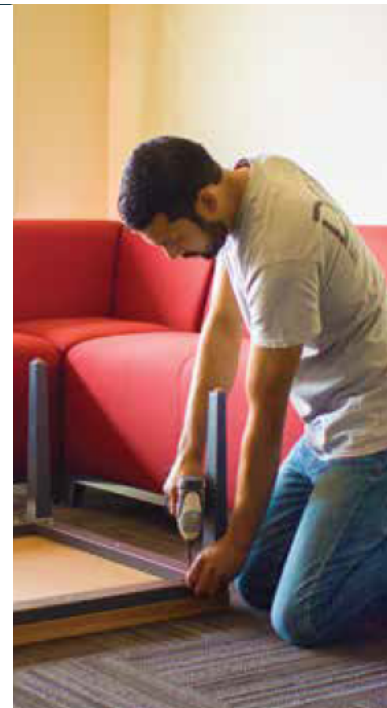
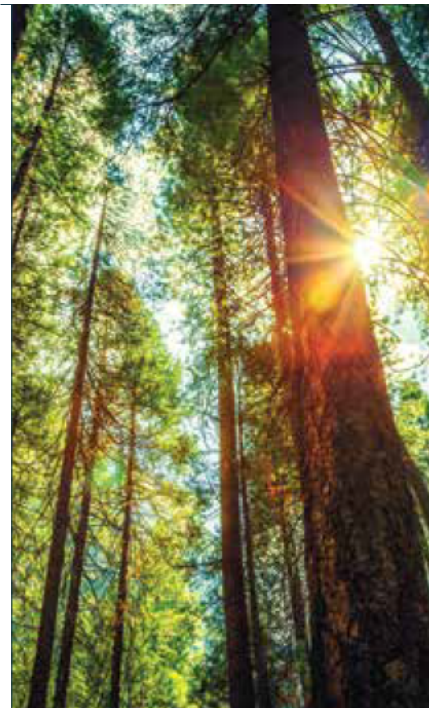
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(Signature)

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(Printed Name, Title)

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



## 2022 Omnia Partners Pricelist

Bedroom | Dining | Living | Lounge

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**University of California (UC)  
Request for Proposal # 002343**

**RFP - DORM FURNITURE - UC SYSTEMWIDE – MARCH2021**

**Dorm Furniture and Related Services**

**On behalf of the University of California and OMNIA Partners and other government agencies and non-profits**

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**RFP EVENT AND PROCESS SUMMARY**

**SECTION 1 – General Information**

**A. Purpose & Objectives of the Request for Proposal (RFP):**

The purpose of this Request for Proposal (the “RFP”) is to invite qualified furniture manufacturers (Suppliers) to prepare and submit proposals to the University of California (“UC”) to provide Dorm Furniture (“Goods”) and related services, directly to UC locations and OMNIA Partners Participating Public Agencies in accordance with the requirements set forth in this RFP. Services may be subcontracted through a dealer/installer company to provide for delivery/installation, and warehousing (“Services”); together, the (“Goods and Services) all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in this RFP. Other services including (but not limited to) design, and furniture remanufacturing or refinishing (“Optional Services”), are highly desirable and will enhance the offering of a Manufacturer. Potential proposers should note, the UC has partnered with OMNIA Partners, Public Sector, to make any resultant agreements, a national cooperative agreement, thus allowing public agencies across the country, the ability to utilize the agreement. As stated above, this RFP is directed to Manufacturers of Dorm Furnishings.

The UC system is currently contracted with two manufacturers for the supply of (hardwood) Dorm Furniture through October of 2021. The primary contracts are delivered directly and ecommerce is limited to several local catalogs (no punch-out or hosted catalogs at this time). The overall objective of this RFP is to select multiple manufacturers with similar capabilities (as detailed herein), to assist the UC, and OMNIA Partners Participating Public Agencies, in obtaining the best, most cost-effective Goods and Services of the highest quality and standards. Qualified proposers are invited to submit proposals, based on the information provided in this RFP, with the intent to establish a multi-year business alliance with the UC and OMNIA Partners, Public Sector, thus maximizing the resources of both organizations to most effectively meet the UC’s needs and those of participating public agencies’.

UC system-wide spend for Dorm Furniture (Goods and Services) is estimated at \$35M, for initial Contract Period (5 years). The bulk of these purchases were placed through our two contracted Suppliers. These purchases include the main categories of Dorm Furniture described below in Item C and within Attachment #1, Tabs 1&2.

Utilizing a two-phased solicitation process (Section L), it is the intent of UC to award two to three (2-3) contracts to qualifying Proposers. While the UC may limit the offerings on UC contracts to those items meeting our new Sustainability Policy and requested categories, a Proposer is expected to provide a full book of business for a national program.

Note: There are no minimum or maximum guarantees in this RFP. However, based on the total UC historical spend, the Proposer shall provide lowest pricing (Tier 3 Pricing) to all UC locations (UC Contract Accounts) for the duration of any contract resulting from this RFP.

**B. Contract Term**

The UC anticipates resulting contracts to be 'long term', defined as approximately 10 years for purposes of this RFP. Initial contract term, for resulting Agreements, shall be for a period of five (5) years dating from the contract signature date, and will provide for the possibility of five (5) extension years, exercised individually, in combinations, and/or as a single block of 5 years; to be determined by the UC at the time the option years are considered/exercised. Contract implementation is expected to begin in September of 2021 and contracts activated October 1, 2021.

**C. Scope of Work**

Although this section reflects the needs and requirements of the UC, OMNIA Partners Participating Public Agencies may have different requirements. The awarded Proposer will have the ability to offer their comprehensive line of Dorm Furniture Goods and Services nationally.

Qualified Proposers shall provide proposals encompassing both Goods and Services. For the purpose of this RFP, 'Qualified Proposers' are defined in Exhibit 1 of this document, with further definition supplied here. A 'Qualified Proposer' manufactures and distributes product nationally, covering the Mandatory Dorm Furniture items required in Tab 1 of Attachment #1 – Program Pricing Workbook, along with the requirement to provide/source the products listed in Tab #2 of the same attachment. 'Mandated Manufactured' Products, are hardwood bunkable beds, storage, desks, desk chairs, dressers, ladders, guardrails, wardrobes, Lofting Materials; such items used for dorm rooms and/or residential apartments. 'Additional Required Products' (Tab 2), include living room furniture (coffee, end, and media tables) and dining room furniture (table & chairs), a collapsible wardrobe, and a lofting desk; all above products meeting RFP specifications (including UC Minimum Sustainability Requirements and/or Ergonomic Requirements for adjustable chairs (which are a mandated product, but may be sourced). A Proposer must be capable of supplying Installation services and other required services in a consistent manner, either directly or through a sub-contractor. Additionally, they must demonstrate sufficient 'Breadth of Product' within these categories (as an aggregate) to support a national program while offering an adequate product mix for the UC. This shall be further evidenced by a Proposer's completion of Tab 3 of Attachment # 1 to this RFP. This is designed to capture your company's full offerings and to separately identify the products that will satisfy UC requirements; all three (3) Tabs to be uploaded within Questionnaire Section. Awards shall be made to individual Manufacturers; each as a single contracting entity, even when represented by its agents providing sub-contracted services (e.g. installation) and/or other business entities within its supply chain for the purpose of supplying goods and services to UC. The term Proposer, Manufacturer, or Supplier, can therefore be used interchangeably with Dealer, Designer, Warehouse, Installer, or any supply chain entity the Supplier utilizes to carry out its duties and obligations under any proposed contract to the customer.

Goods Scope: As stated above, a Proposer must manufacture qualifying furniture in the main categories of Dorm Furniture listed Tab 1 of Attachment #1 and provide product listed in Tab 2. Breadth of Product will be evaluated when combined with Tab 3 items qualifying for UC and all offerings. Exhibit 2 –Product Specifications detailed specifications for Attachment #1 –Tabs 1&2.

Services Scope: The scope of the services component of the RFP includes, but is not limited to, the ability to provide delivery, installation, and warehousing services. Installation labor for Dorm Furniture, most often involves standard labor rate (see Section 2.B.2.A) but may require the payment of prevailing wage for special work. These services are frequently coordinated with a single Customer contact, but may require working in conjunction with multiple departments or staff (Project Managers, Architects, Facilities, etc.) for completion of a project. Specific ordering/process requirements to be determined during the ordering/planning phase.

**D. Background and Organizational Context:**

**University of California**

Known for academic excellence, the University of California is a large and complex University system devoted to scholarship, research, and public service. The University of California system currently has ten campuses, five medical centers, and three national laboratories with 238,000 students and more than 190,000 faculty and staff. Additional general information can be found at: <http://www.universityofcalifornia.edu/>.

Since the opening of its first campus in 1868, the University of California system has been committed to responsible stewardship of its resources and education and innovation for the public good. Today, its ten campuses and five medical centers are nationally recognized living laboratories of sustainability. UC's institutional sustainability commitment began in 2003 through a student initiative that led to the UC Regents to adopt the Presidential Policy on Green Building Design and Clean Energy Standards in 2004. The now named 'Sustainable Practices Policy' (pdf) has been expanded over the years to include climate protection, transportation, recycling and waste management, procurement, food and water. **As part of this RFP, you will be asked to review the policy, with its latest additions** relative to 'Indoor Furniture' and how it relates to your product line offerings. Information can be found in Exhibit 3 of this document or at <https://ucop.edu/sustainability/>. University of California locations, are as listed below:

- Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
- Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
- The UC Office of the President – A central system-wide headquarters with Dorms primarily located in Oakland and Sacramento, California, and teaching/administrative Dorms in Washington, D.C.
- The Division of Agriculture and Natural Resources – Comprised of over 60 local Dorms and Research and Extension Centers located throughout California, and County Cooperative Extension Dorms.
- UC Hastings College of Law
- Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.
- Additional centers and Dorms as further detailed at: <http://www.universityofcalifornia.edu/uc-system/parts-of-uc>.

Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.

### **National Contract**

The University of California, as the Principal Procurement Agency, defined in OMNIA Partners' Exhibit A has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The UC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached as OMNIA Partners' Exhibit A or as otherwise agreed to. OMNIA Partners' Exhibit C contains

additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents Exhibit A, B, F and G.

The University of California anticipates spending approximately \$35 million over the initial five (5) year contract term for Dorm Furniture and Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Dorm Furniture and Related Services purchased under the Master Agreement through OMNIA Partners is 100 million over the same period; both resulting in the potential for 270 million over the potential ten (10) year term. This projection is based on the current annual volumes among the UC locations, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

**E. Subcontracted Products or Services:**

Manufacturers (Suppliers) are required to provide certain mandatory services attendant to the products they offer to the UC (e.g. installation and warehousing) and are desired to provide other optional services such as design, furniture remanufacturing, and furniture refinishing. Further detail is provided herein. This may require the use of subcontractors in the performance of proposed service and/or sourcing product from another manufacturer. As a "Primary Supplier", submission of a proposal will acknowledge a Proposer assumes principal responsibility for products and services offered through this RFP and/or execution of any future contracts awarded as a direct result of this process.

**F. Issuing Office and Communications Regarding the RFP:**

This RFP, and any subsequent addenda to it, is being issued by UC Procurement Services on behalf of the University of California. UC Procurement Services is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP. UC Procurement Services is also the only Dorm authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any Agreements(s) awarded as a result of this RFP.

Proposers are not permitted to communicate with any UC employee regarding this solicitation during the period between the RFP issue date and the announcement of awards, unless authorized by UC Procurement Services sole point of contact named below.

All communications, including submission of RFP response and any requests for clarification concerning this RFP, must be submitted via the University of California Proposer registration and sourcing web system (CalUsource) (as further detailed herein).

Yvonne Macon  
MRO Commodity Manager  
University of California Office of the President  
E-mail: yvonne.macon@ucop.edu  
Phone: 530-752-5684

If a Proposer is found to be in violation of this provision, the UC reserves the right to disqualify that Proposer from further consideration.

**G. RFP Key Dates and Schedule of Events**

Proposers interested in submitting proposals in response to this RFP should do so according to the schedule as reflected in Timelines section in the CalUsource portal. A Proposer may be disqualified for failing to adhere to the dates and times for performance specified in the portal. All times are Pacific Time Zone and dates are subject to change at the sole discretion of the UC. For your convenience, dates are consolidated in a table below:

The University reserves the right to modify the above schedule of events and make changes to other provisions in this RFP. It is the Proposer’s responsibility to read the entire document, any addendums and to comply with all requirements listed herein.

RFP - Estimated Dates	RFP ACTIVITY
<b>2021 - March 24th</b>	<b>RFP Issuance</b>
2021 - April 13th	Pre-Proposal Web Conference 10:00 -11:00 PDT - (This is Optional for Suppliers)
2021 - April 19th	Questions due
2021 - April 23rd	Questions answered
<b>2021 - April 29th</b>	<b>Proposers’ Responses Due by 3:00 pm PDT</b>
2021 - May 1st to June 1st	Phase1: Evaluation Process (Technical scores & Price evaluation)
2021 - June 8th - 9th	Phase 2 - (If required) Delivery of select furniture pieces to UCD
2021 - June15th - Aug.30th	Final scores, negotiations, contract development
<b>2021 - Oct 1</b>	Contracts loaded

**Pre-Proposal Conference April 13, 2021, 10:00-11:00 PDT** - Attendance is non-mandatory

**Location:** NON-MANDATORY SUPPLIER WEB CONFERENCE VIA ZOOM APPLICATION.

**Web Conference Meeting Link** will be provided to Suppliers who register and acknowledge Guidelines Requirements. Link and number will remain available during time of Supplier Conference. If a Proposer is unable to attend the pre-proposal conference, recording of presentation will be attached to CalUsource system upon completion. If a Proposer is unable to attend the Pre-Proposal Conference, they may access the recorded Webinar and thereafter, submit any unanswered questions through the CalUsource System/Discussion Forum.

The purpose of this conference will be to clarify the process and contents of this Request for Proposal for potential Proposers. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy may be presented to the UC at this conference, time allowing. The UC may choose to answer questions at that time or to request they be entered within the ‘Discussion Forum’ of

the RFP. Question can be answered individually or consolidated and answered within a written addendum/amendment to the Request for Proposal. Oral statements or instructions, outside of this process, will not constitute an addendum/amendment to this Request for Proposal.

#### **H. Addenda to the RFP**

Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the UC via the CalUsource portal. Any addenda to this RFP will be distributed to all participating Proposers via the CalUsource portal. The UC will not be responsible for failure of any prospective Proposer to receive such Addenda. All Addenda will become part of the RFP.

#### **I. Instructions for Submitting Proposals**

##### **Method of Submission**

Proposals, in response to this RFP, must be submitted online using CalUsource no later than the time and due date reflected in the CalUsource portal. No mailed, telephone, emailed, facsimiled, or late proposals will be considered.

Responses will take time to enter into the CalUsource portal. It is highly recommended that Proposers go through the Proposer Resources at <https://CalUsource.net/Proposer-resources/> for guidance on how to navigate and use CalUsource.

If you have questions about CalUsource, please contact UC Procurement Services Support at [support@ucprocure.zendesk.com](mailto:support@ucprocure.zendesk.com). For any technical issues, contact GEP Support: 1-732-428-1578 or [support@gep.com](mailto:support@gep.com). Please identify yourself as registering in the University of California network.

##### **Proposal Submission and Structure**

Proposers must provide a complete, straightforward, concise response to all Guidelines, Questionnaires, Program Pricing Sheets, and any other information requested in the RFP as detailed in the CalUsource portal. Proposers warrant that all information provided is true and accurate. The submission of false, inaccurate, or otherwise misleading information may be grounds for disqualification from the RFP process, as well as jeopardize Proposer's eligibility to participate in future UC business. RFP components, as noted above, are outlined as follows:

1. **Guidelines/Prerequisites Section** (Read and Acknowledge):

All documents must be read and/or acknowledged (when indicated), as a prerequisite of submitting a proposal.

- RFP Event and Process Summary (this document including Exhibits 1-4)
- UC Terms and Conditions of Purchase
- Supplier Bid Response Quick Reference
- OMNIA Partners Exhibits (Requiring Acknowledgement only)
- OMNIA Partners Exhibits (Requiring Responses/Uploads)

2. **Questionnaire Section/Graded Criteria** (Respond to each question & upload where requested)

Questions are categorized for your viewing and responses; such responses to be evaluated and graded by UC Evaluators. Attachments may be requested/necessary for some questions to further clarify or illustrate a response. In those cases, please label the attachments with your company name to make it easy for the evaluators to find the referenced attachment. **Attachment Naming Convention Example is provided below:**

- XYZ Company Dorm Furniture RFP\_, Questionnaire-Sustainability, #3

**Pricing** -The Questionnaire Section includes a Category titled “Program Pricing Responses”. A Proposer will be uploading a completed Attachment #1 – Program Pricing Workbook (3 Tabs) into question #1 of that category. You will also be requested to upload visuals, covering Tabs 1 &2 within the same category (question 2).

Proposer must not provide superfluous materials such as marketing materials or website links in response to, or in lieu of, specific responses to the questions herein, unless requested, and may be disqualified for providing superfluous materials.

3. **RFP Attachments Section** (Review and/or complete & upload within Questionnaire):

**Attachment #1** – Program Pricing Workbook - As guidance, Attachment # 1 contains the following Tabs:

- Tab 1- UC Mandated Product (Proposer must manufacturer 85% of items)
- Tab 2- UC Additional Required Product (must manufacturer or source)
- Tab 3 - Total Catalog Offering (full catalog offerings (balance of line) w/ special notation for items meeting UC requirements).

Collusion among proposers is not allowed. If there is proof of collusion among proposers, all Proposals involved in the collusive action will be rejected. Proposers must operate within the guidelines of all Federal and State Labor Codes. Late proposals will not be accepted unless it is the UC's determination that UC technical issues or other similar issues are responsible for the delay or failure.

**The below would serve as a check list for a Proposer when completing this RFP:**

- ✓ **ACKNOWLEDGE**
  - Items within Guidelines
- ✓ **DOWNLOAD**
  - Attachment #1 – Pricing Program Workbook (3 Tabs)
  - OMNIA Partners' Exhibits A, B, F, G
- ✓ **CREATE**
  - Tab 1&2 Visual File/Catalog (no pricing)
  - Tab 3 Total Catalog Offering Visual File/Catalog or Link (no pricing)
- ✓ **COMPLETE**
  - Attachment #1 (3 Tabs)
  - Questionnaire Section (all questions)
- ✓ **UPLOAD** (within Questionnaire)
  - Attachment #1 Pricing Program Workbook
  - Visuals - Attach #1-Tabs 1&2
  - Visuals - Total Catalog Offerings
  - OMNIA Partners' Exhibits A, B, F, G

**J. Proposer Questions Concerning this RFP**

Each Proposer is expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, omissions to, or questions about the information provided in the RFP or by any other source, a request must be submitted via the CalUsource "Discussion Forum" by the stated deadline. Responses to individual Proposer questions will be made available to all Proposers that submit a notification via the CalUsource portal of their intent to bid.

**K. Proposal Evaluation and Agreement Award**

1. Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Proposer(s) whose Proposal, in the opinion of the UC, offers the greatest benefit to the UC when considering the total value, including, but not limited to, the quality of the Services, and

total cost, available volume discounts, and other elements of value to the UC). A responsive Proposer is one whose offer satisfies the Requirements of this RFP. A responsible Proposer is one that is considered capable of performing and is otherwise eligible and qualified to perform in the manner stated in this RFP. Awards shall be made to individual Manufacturers as a single contracting entity, even when represented by its agents and its other business entities within its supply chain for the purpose of supplying goods and services to UC under a contract. The term Proposer, Manufacturer, or Supplier, can therefore be used interchangeably with, Seller, Dealer, Designer, Installer, or any supply chain entity the Supplier utilizes to carry out its duties and obligations under any proposed contract to the

2. Proposals will be evaluated by the UC using a Best Value Evaluation Methodology which is defined as the most advantageous balance of price, quality, service, performance, and other elements as defined by the University, achieved through methods in accordance with Public Contract Code Section 10507.8 and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, required services, and the reduction of overall operating costs included in the proposal. The Evaluators will examine each Proposal to determine, through the application of uniform criteria, the ability of each Proposer to meet the UC's specifications. For the purposes of this RFP, Supplier responses, will be evaluated using the following criteria, noting relative importance:

1. Program Pricing/Cost – 30%
2. Company Profile/General Capabilities - 24%
3. Services – 24%
4. Sustainability – 15%
5. Pricing Terms and Product – 7%

Note: Sustainability of product and service is also incorporated within the mandatory requirements of this RFP

3. The UC may request additional information either from the Proposer or others, utilize site visits, Proposer presentations, sandbox testing, and make any other investigations as it deems necessary to verify the Proposer's qualifications and ability to successfully meet the requirements of this RFP. The UC also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports for further indications of the Proposer's ability.
4. The UC reserves the right to reject any proposal in which the information submitted fails to satisfy UC and/or the Proposer is unable to provide the information or documentation within the period requested. Any submitted proposal that does not comply with the requirements of this RFP will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract.
5. The UC may waive irregularities in a proposal provided that, in the judgment of the UC, such action will not negate fair competition and will permit proper comparative evaluation of Proposals submitted. The UC's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP specifications in the event the Agreement is awarded to that Proposer.
6. The UC also reserves the right, for a national Agreement, to accept or reject any and all proposals, make more than one award, split the award, make no award, award for Goods only, Goods and



Services, or Services only. The UC reserves the right to award any number of local or national contracts at the same time. The UC reserves the right to withdraw this RFP at any time.

7. Any contract awarded pursuant to this RFP will include the requirements and specifications in the RFP, as well as the contents of the proposal response as accepted by UC and will be in writing. The UC's selection may be made based on the initial proposals, post Phase II proposals, or UC may elect to negotiate with Proposers selected as finalists or Apparent Awardees. The UC reserves the right to negotiate the modification of proposed prices and/or terms and conditions with the Proposer offering the best value to the UC prior to the execution of an Agreement. Agreements shall be direct contracts with awarded manufacturers (template provided in Guidelines Section), however, during the contract execution phase of this sourcing process.
8. Experiences with the UC and entities, that evaluation committee members represent, may be taken into consideration when evaluating qualifications and experience.

**L. Multi-Phased Initiative**

This Initiative will consist of the following separate phases:

**1. Prerequisites:**

Proposer must acknowledge and agree to all requirements of the RFP as outlined in the Guidelines Section in CalUSource before advancing in the proposal process. Any exceptions will be noted by Proposer during the solicitation process and may be reason for disqualification.

**2. Phase I: Selection of Finalists**

Submission of Proposals. Finalists will be identified based on the quality and responsiveness of the written proposals as detailed in Item 1 above. The UC may at its discretion, elect to award to the top 2-3 suppliers based only on the Phase I results, if it is deemed unnecessary to conduct a Phase II evaluation. Such evaluations are performed to verify quality and construction assertions made within Supplier Responses and/or to further question Responders in an online interview. Phase II evaluations are considered 'likely' for this RFP and (if utilized) would result in a score which would then be added to a finalists Phase I score; culminating in a final Total Score.

**3. Phase II: Finalist Samples and Presentations (At UC Discretion)**

a. If requested, identified finalists will provide samples to the UC, for review by the UC RFP Committee. Owing to the current pandemic, a traditional on-site group evaluation is not expected to be utilized. In its place, a single campus shall receive product from finalists and host a UC Committee review of samples, via Zoom and with the assistance of a single onsite team.

b. In addition, Proposers may be requested to provide a presentation via Zoom and answer questions developed by an interview committee concerning the company and/or ability to provide services in a manner consistent with the requirements of this RFP. If the need exists, a finalist may be asked to display construction process/quality of construction (joinery, veneer and plywood core cut-aways, solid wood sections, hardware, etc.). The UC reserves the right to require these presentations or to deem them 'not necessary'. In the event presentations are conducted, information provided during the presentation process shall be incorporated in the scoring of Phase II.

NOTE: The UC shall not reimburse the proposer for any costs associated with Phase II evaluations or the samples requested. Note: An evaluation will be accomplished promptly and a Proposer will have opportunity to retrieve furniture (estimated to be a three (3) day turn-around period).

**M. Proposal Preparation Costs**

All costs incurred in the preparation and submission of Proposals and related documentation, including proposer's presentations, demonstrations and provision of the Services to UC for independent testing purposes (noted in Item L), will be borne by the Proposer.

**N. Proposal Validity Period**

All Proposals shall remain available for UC acceptance for a minimum of one-hundred and twenty (120) days following the RFP closing date.

**O. Pricing Terms**

Attachment #1 will require pricing for Mandatory Items and will offer an opportunity to price all remaining goods. **Pricing is not to be stated/shown elsewhere in the RFP.** Pricing shall be stated as fixed pricing, subject to increases as noted below. The UC requests pricing be quoted with volume considered. Specifically, three (3) Tiers shall be provided, each indicating a larger volume commitment or larger contracting entity (system w/ multiple locations. Tiered pricing is intended to apply to Participating Agencies/systems meeting the pricing criteria and residing wholly within the regions covered by a Proposer who is awarded a contract. Note: Tier 3 Pricing, as quoted, applies to the UC and shall continue to apply throughout the life of any agreement.

1. Pricing, as resulting from this RFP process, shall remain firm for the first twenty four (24) months of the initial term of any agreement (5 years) awarded pursuant to this RFP. This 24 month period shall be the "Initial Pricing Period". Following the "Initial Pricing Period", price increases will be allowed annually and calculated using the Bureau of Labor Statistics (BLS) Producers Price Index Industry Series ID PCU337127337127B, which shall be compared to the same month (September) year over year. All prices must be verifiable and auditable from the date of the contract award.
2. In addition to any decrease in cost during the Contract term, owing to a change in market conditions, a Supplier may conduct special offers or promotions involving price reductions for a specified lesser period. Supplier may offer Participating Public Agencies competitive pricing lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
3. Price Change Notification Period and Exception
  - a. With the exception of item O.2 above, any proposed price changes will require a notification period of 60 days prior to the desired date of change (annual change). In addition, price increases for any renewal periods must be supported by documented evidence of supplier cost increases. If the Proposer's list price is reduced, UC shall benefit from a corresponding price reduction based on the discount levels offered by Proposers.
  - b. In an emergency or disaster recovery situation in which federal funding may be used, a Proposer shall not utilize pricing based on the model of "cost plus a percentage of cost" or pricing based on "time and materials". If "time and material's is necessary, the Proposer must list as an exception to this requirement and provide a ceiling price, which if exceeded, would be at the Proposer's own risk. Note: Proposer is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

**P. No Mandatory Use**

Proposer is advised that there is no mandatory use policy at the University of California for agreements. As a result, UC does not guarantee any specific amount of business forthcoming from this RFP. In addition to the above, no amounts of purchase, either quantity, particular products, or dollar value, are guaranteed. In addition, the University reserves the right to separately bid any

procurement that is part of a construction “project” (as that term is defined in California Public Contract Code section 10500). However, by providing outstanding prices, service, and the overall best total cost and quality to the UC system wide, the winning Proposers are expected to garner a very large percentage of the total available UC business.

**Q. Disclosure of Records/Confidentiality of Information**

1. All Proposal responses and related documents submitted to the UC in response to this RFP will become the exclusive property of the UC upon receipt and will not be returned.
2. Proposal response(s), which are incorporated into any resulting contract(s) with the University of California, may be subject to the State of California Public Records Act (CA State Government Code 6250, et. seq.). This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five (5) years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. Certain private, trade secret or confidential information may be considered exempt from the California Public Records Act. Any trade secret or company confidential information submitted as a part of this proposal shall be clearly marked “Trade Secret Information” or “Confidential Information.”
3. Should a request be made of the University of California for access to the information designated confidential or trade secret by the Proposer and, on the basis of that designation, UC denies the request, the Proposer may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

**R. Business Review/Business Reports**

Proposer shall meet with the UC for Regular Business Reviews to review contract usage and effectiveness, discuss current Services offerings and provide suggestions and discussion for continuous improvement in Services efficiencies, and address additional topics pertinent to the relationship towards the UC’s strategic goals. For each Business Review, the Proposer must provide pertinent performance and management reports detailing a wide range of information (purchase volume with item detail) related to the resulting agreement at both the UC-wide level and for each individual UC location.

**S. Errors and Omissions:**

If the Proposer discovers any discrepancy, error, or omission in this RFP or in any of the attached documents, UC shall be notified immediately, and a clarification/notification will be issued to all Proposers who have access to this RFP. No Proposer will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the UC was not notified and a response provided. All Addendums of Clarification will be distributed to the Proposal Participants via the CalUsource portal

**T. Order Packaging, Labeling and Invoicing**

Each order shall be wrapped/padded in a secure fashion to prevent movement and potential damage to product(s). Packaging (or ‘shipment’ for FTL orders). Order shall be verified and UC shall be provided appropriate documentation from delivery driver or Lead Installer. Information shall include:

- Purchase order number and/or Procurement card (P-Card) identification numbers
- Order date
- Ship to name & address
- Description, quantity and catalog number of the item(s) ordered (not as a label that is affixed)
- Other information, as requested by the ordering department.
- Material Safety and Data Sheets (MSDS) as needed

Packing slips should be attached to the outside of the package (or FTL shipment) such that it can be inspected by receiving department. Proposer shall adhere to packing requirements as listed within UC Sustainability Policy, noting efforts for overall reduction of packaging materials, recycling of packaging materials, and bans on the use of polystyrene packaging material. Any exceptions should be noted with your exceptions document, if any.

**U. Liquidated Damages (UC specific)**

1. An acceptable installation date will be established in writing by mutual agreement of UC Buyer, Proposer/Manufacturer (example: date on PO satisfies this) at the time of order placement. Supplier must receive a complete and accurate order from Buyer, requiring no clarifications or changes prior to the agreed-upon installation date. To the extent, however, Supplier fails to accurately and completely specify Buyer's requirements when placing an approved order(s) and/or Supplier fails in timely delivery, Supplier shall bear all liability for damages incurred by Buyer related to such failure by Supplier and liquidated damages may apply, at the discretion of the UC.
2. A protocol for Acceptance and Adjustments is provided within Section 2, Program Requirements allows for a Proposer to provide a temporary remedy for missing or damaged furniture pieces or orders. If a Proposer fails to abide by this protocol for replacement or loan of furniture damaged or not delivered as specified in an order, a Proposer shall bear all liability for damages incurred by Buyer related to such failure by Proposer and liquidated damages may apply, as noted below:
  - Two hundred dollars per day per each student who is impacted by non-delivered and non-useable bedroom furniture. This figure is based upon one hundred and fifty dollars per day for hotel costs and fifty dollars per day for meals and incidentals, as allowed for students by the University.
  - Fifty dollars per day for each apartment impacted by non-delivered and non-useable common space furniture such as end tables, coffee tables, dining table and chairs.Any liquidated damages occurring that result from failure on the part of the Supplier will be deducted from Supplier's final invoice payment. The UC may choose to dismiss or apply, these charges, at UC discretion.

**V. Termination of Agreement**

Any agreement resulting from this RFP may be terminated in whole or in part by University (for cause and/or for convenience) with a written one hundred and eighty (180) day notice without penalty. Any agreement resulting from this RFP may be terminated in whole or in part by Proposer (for cause only) with a written one hundred and eighty (180) day notice without penalty.

**W. Order of Precedence**

In matters of conflicts of terms, the order of precedence shall be as follows: 1) Final Contract(s) awarded from the RFP; 2) RFP Documents (and referenced documents) as found in CalUsource with any addenda and any written communications evidencing agreement relative to the contract.

**X. Exceptions:**

The submission of a signed proposal will confirm understanding and acceptance of all requirements, terms and conditions of the RFP unless specific exceptions are taken and alternative language or provisions are offered and approved by the University. Please note, any exceptions to Minimum Mandatory Requirements (as explained below) or the Mandatory Product & Service Requirements (within the Guidelines/Prerequisites and within this document), may disqualify a Proposer's submittal.

## SECTION 2 – Program Requirements

### A. Mandatory vs. Desirable

**All requirements listed in this RFP are to be considered as Mandatory, unless** noted as Desirable/Graded or Optional. Mandatory Requirements are defined as standards that if not met or supplied by the Proposer, the UC reserves the sole right to reject proposal(s) without limitation. They can be found within the Guidelines/Prerequisites and all portions of this document. In addition, the University reserves the right to disqualify any supplier without experience in servicing a large/similar account as a primary provider of Dorm Furniture. Financial Statements may also be required of an Apparent Awardee. Submission of a Proposal is a Manufacturer's confirmation, they meet the mandatory requirements of this solicitation.

**Graded/Desirable Criteria can be found within the questionnaire portion** of this RFP. Each Proposer's submission (for PHASE #1) will be evaluated/assigned quality points based on these questions. Some require completion of attachments. Your responses to the Questionnaire portion of this solicitation, including any 'Questionnaire Attachments', will comprise your graded score and/or further evidence your capabilities or offerings, which are requirements within this RFP. A Proposer is encouraged to complete all questions.

### B. Program Requirements

Mandatory Requirements are divided into sections as listed below:

1. Company Profile/General Capabilities
2. Services
3. Sustainability
4. Pricing Terms and Product

#### 1. Company Profile & Capabilities

Administration - Supplier shall provide the following program administration functions:

- Account Manager to coordinate:
  - Program implementation (see Implementation Plan).
  - Conduct annual business review meetings with UCOP Contract Administrator
  - Keep the contracting departments/customers apprised of any quality issues including recalls, upgrades and product warnings that may affect product performance
  - Serve as a single point of contact (SPOC) for the UC or other Tier 3 Contract Accounts for issues or tracking of orders
- Proposer is required to provide an implementation plan with their proposal, covering the items below. This will be done within the Questionnaire Section of this RFP. This plan should address implementation and a customer transition plan which align with the various facets of this RFP and a plan for a phased rollout by October 1, 2021. Any finalist may be asked to further detail this plan in a presentation to Evaluators, as part of any Phase II evaluation.
  - Catalog development w/ Price List availability to UC Locations
  - Campus Profile Development (UC systems and contacts)
  - Marketing and Business Development

#### General

- Manufacturer must have the capability to deliver, install, and service all UC locations in California and the ability to provide the same (product and installation) for a national program.
- Manufacturer shall have at least one manufacturing location within the Continental United States.

- There shall be no minimum order requirements (quantity, dollar size, etc.) for Tier 3 Contract Accounts
- Only Proposers who can clearly demonstrate financial stability and proven capabilities in providing the mandatory furniture and services to universities and agencies of a similar size and scope, will be consider for RFP award.
- Furniture provided through any resulting contract, must meet federal, state, regional and local standards and regulations, including, but not limited to: Occupational Safety and Health Administration (OSHA), Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, Underwriters Laboratory (UL) requirements, Americans with Disabilities Act where applicable (ADA), etc. <https://www.bifma.org/page/StandardsShortDesc>
- Manufacturer/Proposer must be in full compliance with specific building and fire code restrictions on all jobs.
- Manufacturer/Proposer shall agree to follow protocols as established herein, pertaining to the Acceptance and Adjustments process as detailed under Installation.

#### Ecommerce, Invoicing, and Settlement

- General Catalog: Proposer will provide an electronic file or online catalog of Proposer's general (full) offerings, providing detail of products including graphics, specifications, photos, and pricing reflective of this award.
- UC Catalogs: Proposer will create an electronic, customized catalog file of UC contract specific products with graphics, specs, photos and UC pricing. Proposer will update the UC-Proposer Catalog, on a bi-annual basis, to include any campus requested (customized) items.
- Invoicing: Proposer, at a minimum, must provide invoices via email, fax, or Customer portal if requested by a campus location. Proposer may describe their advanced capabilities, within the Graded Questions section of this RFP. Note: Paperless invoicing can be negotiated on a case by case basis with Participating Agencies if requested.
- Payment: At a minimum, Proposer is required to receive payment via ACH or paper check (least preferred method). Each Proposer will be asked to declare their more advance capabilities and to state their preferred method of settlement, within the Questionnaire section of this RFP and to detail any more advanced capabilities.
- Liquidated Damages (LD) and Missing Delivery Dates: (UC Specific) any failure by Proposer, as noted in Section 1.U which result in the application of liquidated damages, will be deducted from payment to Supplier, at discretion of the UC.

#### National Program

- Manufacturer must complete and upload OMNIA Partners Exhibits A, B, F, & G, found within the Questionnaire Section of this solicitation and marked as National Program.
- If Proposer anticipates Participating Public Agencies will sign a service agreement, Proposer must include their company's standard service agreement with their RFP response.
- As noted in Company Profile/Capabilities (General) Proposers must have the capacity to deliver and install products nationwide with some regional exceptions.

## **2. Services**

### **A. General:**

Specific Delivery & Installation Service Standards, have been detailed for the UC System and OMNIA Partners Participating Public Agencies. All Proposers will align their pricing to those services standards when quoting on Attachment #1 – Program Pricing Workbook. Certain services are incorporated into Proposer's pricing (e.g. warehousing for 30 days, free of charge is required for Tier 3 accounts).

Standard Installation vs. Prevailing Wages – Suppliers will abide by UC Fair Work/Fair Wage Policy (see Article 25 of UC Terms & Conditions of Purchase), as well as all state or local regulations for standard installations of Dorm Furniture at UC locations. If special services are sought/required by the Purchase

Order, Proposer shall apply appropriate prevailing wage for those additional services. The following listed processes are deemed part of standard installation:

- Delivery of materials that will not be installed by the delivering Supplier
- Assembly of unattached, freestanding furniture
- Delivery and assembly of furniture that is attached only for security purposes (to prevent its theft) or otherwise attached by restraints that are not subject to any regulation pursuant to the California Building Code

Customer Satisfaction and Service Standard Metrics- Successful Proposer(s) will be responsible for product satisfaction. Proposer(s) will act as a customer advocate and coordinator for communications with the Proposer. Proposer(s) responsibility for support continues even if the Proposer discontinues selling a product to the extent that resolution is possible. Proposer shall provide Toll-free number for order placement and focused customer service team for Tier 3 Contract Accounts. Each Location has means to determine their internal level of customer satisfaction and if Supplier is meeting performance metrics. If a dealer falls below the service level expectations it will be escalated to that Location's Materiel Manager and to UCOP to determine a mutually agreed upon corrective action plan to resolve the concern. If the service levels do not improve to the satisfaction of the University the issue may ultimately result in termination of the agreement.

Storage: First 30 business days of product storage is required at no cost to Tier 3 Contract Accounts. Your rate for storage service beyond 30 days is requested within the Questionnaire Section of this RFP.

Returns/Damaged product - Products damaged, duplicated, incorrectly ordered by or incorrectly shipped by the manufacturer/Supplier, shall be replaced or picked up by the Supplier within 10 business days after notification, at no cost to the UC or participating agencies. Thereafter a credit shall be issued (if applicable) within 10 business days of retrieval. If furniture is being replaced, shipment shall be expedited and pick-up of damaged/incorrect goods shall be accomplished before, or during, the replacement delivery, with UC approval. There shall be no restocking charges or additional shipping charges, etc. for these items. If this requirement cannot be scaled to the national level, an exception may be noted for that program.

Return of Standard Goods (Customer Error) - Supplier agrees to accept returns of standard merchandise from Tier 3 Contract Accounts, with Supplier written authorization and if requested within sixty (60) days of product delivery. Unauthorized returns will not be accepted. Proposer may charge a restocking fee; such fee to be declared within the Qualitative Question Section of this RFP.

Material Samples - A Proposer may be ask to provide samples/pieces of goods to Tier 2 & 3 Contract account customers, within reason and when requested.

Proof of Delivery - Proposer's lead installer will provide copies of all Bills of Lading to the UC location site representative before the completion of the project and official sign-off.

Response Times – Proposer will maintain a Customer Service Contact phone number and email and must acknowledge the following service standards and provide minimum guarantees to consistently adhere to the standards. Please provide any exceptions to these response times and specify impacted locations or regions beginning with any exceptions to any UC campus or participating public agency.

Response time to return call to clients	within 24 hours (Fri. would be Mon.)
Quote for project	within 2 weeks of request or site visit
PO (from UC) to acknowledgement	24 hours for confirmation and delivery date
Standard delivery lead time	90 days
Storage	30 business days free
Credits/Claims	within 10 business days from pick-up
Requests for reports	within 10 business days
Returns (T-3 Customer error)	14 business days from date of agreement w/

Customer/notification to Supplier. NOTE: for Supplier error, see above–Damaged/Returned Product)

The minimum quality of service standards set forth above recognize that occasional errors are likely; however, the Proposer further agrees to use best efforts to achieve 100% quality of service level. Should, however, the quality levels fall below the minimum standards and the supplier does not take corrective action, the UC may terminate the agreement. Please describe your escalation process and contacts for addressing service failures.

## **B. Installation and Project Management**

Furniture Placement - Furniture and other related items will be unpacked, uncrated, assembled, installed and placed in rooms according to plans and/or drawings agreed to between the Supplier and the Campus Site location. Said installation shall be in accordance with the manufacturer's instructions by workers skilled and familiar with furnishings installation. Furniture will be set level, plumb, square and true. A final wipe down of furniture shall be done and items left in a condition ready for use.

### Job Site Requirements:

- During installation, the Supplier's Project Manager and a qualified and certified installer will be present to supervise, expedite and monitor the installation services at the site.
- It is the Supplier's responsibility to ensure that the labor used during the delivery to the site and during the installation will wear an appropriate company uniform, i.e., T-shirt with printed company logos.
- The Supplier's Project Manager will coordinate with the Campus Site Representative for access onto the site and use of elevators. Work will be accomplished with a constant effort to eliminate unnecessary noise, obstructions and other annoyances. Supplier's Project Manager will be responsible for maintaining all areas of the job site premises in which work is being performed in a neat and orderly condition. Remove from premises crates, cartons, wrappings and waste at the completion of each working day. Supplier will be liable for the replacement or repair of any damage to University property caused by the installation of the furnishings. The University's judgment shall be final in allocating responsibility for damage.
- The University's regulations, wherein work is to be performed, regarding parking, receiving, handling, and storage of materials and equipment, safety, smoking, fire and other regulations shall govern Supplier. Supplier shall keep the premises, streets, and sidewalks clean of debris caused by its work. Supplier shall maintain proper access to areas within the building at all times.
- It shall be the Supplier's responsibility to see that the labor used during the delivery to the site and during the installation, will cause no labor or jurisdictional dispute to occur. No situation within the Supplier's control is allowed to interfere with work being done by other trades. The Supplier shall cooperate with all other trades not directly under its jurisdiction.
- It shall be the responsibility of the Supplier to replace, repair or refinish and leave in perfect condition any damaged item his carrier delivers to the job site. Supplier shall be responsible for the replacement of any item that is damaged prior to the installation, and for the repair or replacement of same at Supplier's expense. Replacement or repair is to be completed at the convenience of the University. All items shall be in proper working order and ready for use before final acceptance.
- It shall be the Supplier's responsibility to coordinate, arrange and monitor required freight services and to file for freight claims.
- If factory shipments cannot be timed to coincide with the installation schedule, the Supplier shall provide warehousing of all specified items until the time of the scheduled installation. All new furnishings delivered to the job site are the responsibility of the Supplier until accepted by the Campus Site Representative.

### Acceptance and Adjustments

- After installation and prior to walk-thru, make repairs to furnishing damaged as a result of this



work.

- Walk-through the finished installation with the Campus Site Representative to finalize the final punch list. After all corrections have been completed, conduct one follow-up inspection, which will form the basis of the Campus Site Representative's acceptance and certification for payment.
- In the event that any piece of furniture, as determined by the Campus Site Representative, is in damaged condition that it cannot be used or corrected in the field, a temporary replacement furniture item is to be provided within 48 hours that is acceptable to the Campus Site Representative.
- In the event that any piece of furniture, as determined by the Campus Site Representative, is damaged but can be used temporarily until it can be replaced, the Supplier's Project Manager and the Campus Site Representative will decide on a correction timeline that is acceptable to the Campus Site Representative.
- In the event that there is a delivery shortage of furniture items, temporary replacement furniture is to be provided within 48 hours.
- If temporary replacement furniture is not provided in the described above events, the Supplier will be subject to liquidated damages provision as defined in Section 1.U of this RFP. If temporary replacement furniture is provided within 48 hours, the liquidated damages provision will be minimized. (UC specific)

Project Management Responsibilities - Supplier Project Manager Tasks and Cooperative Services shall include:

- The Supplier will cooperate with each Campus Site Representative to accomplish the following: Assign a Project Manager who possesses clear English language skills in both verbal and written communications. If at any time the University's Project Manager determines that clear communication with the Supplier's representative is not possible, then the University can request an alternate Supplier Project Manager Representative.
- Provide product information when requested within 48 hours, or other agreed upon timing with Campus Site Representative.
- Verify that proposed finishes, fabrics and hardware are suitable for intended applications and meet all code compliances, if required and/or UC Sustainability Policy.
- Compile preliminary schedule information about receiving, delivery and installation information. When finished, provide electronic access to this project schedule timeline and information to the Campus Site Representative.
- Review floor plans. Schedule a pre-installation job walk to discuss site restrictions, safety requirements, staging, delivery, and installation with Supplier's Project Manager, Lead Installer and the Campus Site Representative, and when appropriate, General Contractor, within 60-90 days prior to scheduled delivery and installation. Verify critical dimensions of the jobsite to assure ability to deliver and install furnishings.
- Verify lead times and shipping dates and compare with each individual campus's required installation dates and notify Campus Site Representative of any discrepancies.
- Prior to delivery or move-in, confirm scheduled shipping and delivery dates. Continue checking and reconfirming dates on a weekly basis until installation. Submit written job status reports to the Campus Site Representative on a weekly basis or other agreed upon timeline, covering any changes to estimated shipping and receiving dates. The final confirmation to be no later than one week prior to installation.
- Reserve specified fabrics, drawer hardware, wood and keyboard tray assembly (if needed) and obtain pre-approval on alternate materials to meet the agreed upon schedule.
- Review access to and security of jobsite with respect to freight truck delivery.

### **3. Sustainability (UC Specific)**

Policy pertaining to this RFP - Exhibit 3 of this RFP details all minimum requirements as established by the UC Sustainability Policy for Indoor Furniture. A Proposer must review these prior to completing documents requiring verification/adherence to this policy. Please begin research early.

CSR Assessment - A Customer Social Responsibility assessment will be required of Awardees after an agreement is executed with UC. UC is currently contracted with EcoVadis for this purpose. A Proposer shall begin this process within 90 days of contract signing for the purpose of establishing a baseline, creating plan for targeted improvements (if below avg. score), and measuring ongoing improvements. If a supplier's score meets, or is above, the average score for that category of business, they will not be required to reassess until the contract is reviewed for extension (first Option Year of the contract after the Initial Term of five (5) years). If a Supplier has conducted a CSR assessment through another company, which provides essentially the same information, the UC may choose to accept this report as an alternative

#### **4. Product and Pricing Terms**

Required Product Categories – These are listed below and on Tab 1 & 2 of Attachment #1; subject to any sustainability (UC Specific) requirements stated herein.

##### ***TAB 1 – Manufactured by Proposer***

- Bunkable XL Twin Beds (hardwood)
- Storage (hardwood pedestals and under-bed chests)
- Computer Desks (hardwood & mixed metal)
- Bookcases/Carrels (hardwood)
- Desk Chairs (hardwood & height adjustable metal/plastic) Note: HAT chair may be sourced
- Dressers (hardwood)
- Ladders, guardrails (hardwood)
- Guardrails (hardwood)
- Wardrobes (hardwood)
- Lofting Materials (bed ends and stabilizer bars)

##### ***TAB 2 – Manufactured or Sourced by Proposer***

- Living room furniture - end tables, coffee tables, and media tables) in hardwood, mixed media, and supplier choice)
- Dining room furniture - tables and chairs in hardwood, plastic laminate/mixed media, and supplier choice
- Collapsible Wardrobe (veneer plywood and MDF)
- Lofting Desk (flat worksurface spanning the length of an upper bunk) with full HPPL Desk Top with 3MM PVC edge banding (photo provided in Exhibit 2)

##### New, Value Add, and Discontinued Products –

1. Successful Proposer(s) must communicate and make available any special product promotional offers as requested. A system to communicate promotions shall be established during the contracting phase of this process.
2. New Products - The UC recognizes that products and product line additions to the selected Proposer's offerings are likely to occur during the life of any resulting contract from this RFP. A full book of business is expected to be available to OMNIA Partner Participating Agencies and additions may be made (after review and approval) without amendment, however, offerings for the UC use will be subject to a separate review and approval of the Contract Administrator and amendment process.
3. UC will accept additions of goods customized at a campus's requests without amendment, provide it resides within the scope of the original award. The UC will consider these additions as enhancements and pricelists will be updated by Supplier and made available. Other UC additions will be considered through the review and approval process.
4. Successful Proposer(s) shall notify the UC 60 day's in-advance of any products being discontinued wherever possible.
5. Total Catalog: Proposers may offer their full breadth (balance of line product), parts and service offerings, which will be evaluated for qualitative points and reviewed for use at UC locations.

Warranty – Proposer shall warrant to the original purchaser that all items will be free from defects in materials and workmanship for a period of Ten {10} years from the date of delivery. Solid wood merchandise shall have a full and extended warranty of Twenty (20) years from the date of the delivery. Height Adjustable Chair shall be warrantied for 10 years (repair or replace), with 5 years offered on foam and upholstery. The warranty is transferable within UC campuses. Any warranty items will be repaired or replaced at Supplier's discretion. Supplier will repair or replace all defective items at no charge.

Surcharges and/or Tariffs – With the exception of 'Tariff Related Surcharges', there shall be NO surcharges during the term of any resulting contract. A supplier may request temporary surcharges for newly levied governmental tariffs affecting their global supply chain, either directly or indirectly impacting most/critical materials, whether it is finished goods or directly imported materials, or raw materials that their suppliers must purchase from a country subject to tariffs (e.g. China). Any such charges must be substantiated through appropriate documentation prior to the approval process beginning. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.

FOB - Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax. All claims for shipments will be the responsibility of Proposer.

The below exhibits, are incorporated and referenced throughout the RFP.

**EXHIBIT 1 – Definitions**

**EXHIBIT 2 – Product Specifications**

**EXHIBIT 3 – Sustainability Policy Requirements (UC only)**

**EXHIBIT 4 - Reporting Requirements (UC only)**

## EXHIBIT 1 – RFP DEFINITIONS

### **General**

**Qualified Proposer**– a Manufacturer who can supply the required services and is able to provide their manufactured product covering a minimum of (but not limited to) the mandated categories of Dorm Furniture as detailed in this RFP, which meet RFP specifications (including UC Minimum Sustainability Requirements). The terms **Manufacturer/Proposer/Supplier** may be used interchangeably throughout this RFP and all shall refer to the Qualified Proposer. A Qualified Proposer who is awarded a contract shall be known as a “Primary Supplier”. Any subcontractor, used for services or sourced product, may be included in this definition, but acknowledging the Proposer as the Primary Supplier/Bidding Manufacturer, the responsible party, and single contracting entity for any RFP response, resulting contract, including execution of, and compliance with, any terms.

**Project Manager** – combination of Proposer’s point of contact (POC) for any larger purchase requiring coordination services, as well as the on-site Project Manager for any installation.

**Punch List** -A term used to describe an inventory list of all corrections, additions, or deletions to an Installation or project which requires an action on the part of the Proposer, to be completed. The Punch list will detail the point of acceptance, rejection or remedial action necessary for any product. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of furniture as directly related to the original purchase order.

**Waste Removal/Removal of Debris** - Refers to the removal all packaging materials from the University premises by the Dealer at the time of delivery and Installation and recycled or disposed of in accordance with UC’s Sustainability Policy

## **EXHIBIT 2 – Product Specifications**

### **1. MANUFACTURING PROCESS**

### **2. MATERIAL SPECIFICATION**

- SOLID WOOD
- PLASTIC LAMINATE
- VENEER PANEL
- FASTENERS
- FINISHING
  - Method 1
  - Method 2

### **3. FURNISHINGS SPECIFICATION**

#### **SUBSTITUTIONS**

- SINGLE BUNKABLE BED
  - Material
  - Construction
  - Dimensions
  - Bed Options
  - CPSC Federal Bunkbed Safety Requirements
- STORAGE (PEDESTAL & UNDERBED STORAGE)
  - Material
  - Construction
  - Dimensions
  - Options
- THREE-DRAWER COMPUTER DESK WITH KEYBOARD DRAWER
  - Material
  - Construction
  - Dimensions
  - Options
- BOOKCASE
  - Material
  - Construction
  - Dimensions
- DESK CHAIR(S)
  - Material
  - Construction
  - Dimensions
- THREE DRAWER DRESSER
  - Material
  - Construction
  - Dimensions
  - Options
- LADDER
  - Material
  - Construction
  - Dimensions
- GUARDRAIL
  - Material
  - Construction
  - Dimensions
- 2 DOOR WARDROBE W/ SHELF
  - Material
  - Construction
  - Dimensions

## 1. MANUFACTURING PROCESS/LOCATION

The UC system requires Proposer has at least one manufacturing plant within the Continental United States, which is capable of providing product for the UC and national accounts. Suppliers are to submit with bids, a clear point of production for furnishings bid herein (Questionnaire Section of RFP). Products manufactured in the United States will be considered to have an advantage over those suppliers who may fulfill a portion of UC orders from locations in foreign countries. This applies when considering milestone tours, quality reviews, expedited shipment, etc...

## 2. MATERIAL SPECIFICATIONS

### 2.1 - SOLID WOOD

**Material:** Wherever solid oak is called for, lumber shall be kiln dried, northern grown red or white oak, or solid eastern hard maple. Laminations shall consist of planks no less than  $\frac{3}{4}$ " no more than 4-1/4" in width, selected for transparent finish appearance and arranged in random pattern per approved control panels. References to solid oak greater than 4-1/4" in face width, shall be laminated of two or more pieces. No splices, loose knots, torn grain, checks, shake splits, cracks (reference AWI section 100, grade 1.) Grain shall not run off parallel by more than one inch every four inches.

No rain forest species shall be used in any construction. Rain forest species are defined as imported hardwood from the world's rain forests or from countries that engage in forest depletion agendas. This includes any wood material known as "environmentally farmed hardwood". Due to the added cost of certification, that will not be a requirement of this RFP. However, supplier should self-certify that they meet this requirement and will be subject to audit by the UC system. Additionally, if the supplier is a certified member of the National Forest Stewardship Council or subscribes to another similar program that is under National Forest Service management and that promotes sustainable logging practices, that should be discussed and the certification number provided when completing the Questionnaire Section of the RFP. This will be considered as an advantage over those suppliers that do not present any certification.

While materials used in the internal construction (i.e. not specified as being solid oak or maple) are not required to be domestic, the same limitations on rain forest species mentioned above shall apply.

**Lamination:** Planks shall be edge-glued using aliphatic resin glue, following manufacturer's specifications. Glue joint shall be stronger than the wood itself. Any glue failure, i.e., de-lamination, creep, etc., will be grounds for rejection.

**Construction:** All wood components shall be carefully machined and sanded prior to assembly with all exposed edges uniformly eased or chamfered to approximately 1/16". Moisture content at time of assembly shall be kept between 5% and 7% inclusive. All joints shall be true and tight and securely glued in place. Surfaces of joints must fit accurately with no openings or splintering. Joints shall have 100% glue coverage. No starved joints will be allowed. Excess glue shall be neatly and thoroughly cleaned from all surfaces exposed to view.

### 2.2 - PLASTIC LAMINATE

Wherever plastic laminate is called for it shall be high pressure laminate with a nominal 0.031" thick face glued to a  $\frac{3}{4}$ " thick 45lb. hardwood plywood board and a standard 0.02" phenolic backing sheet.

Where woodgrain plastic laminate is called for, laminate is to match color and grain of natural (sealed or stained and sealed) wood as closely as possible. If match is unachievable with laminate specified, due to inherent color of wood, manufacturer is to submit an alternate woodgrain laminate sample and natural wood finish sample for approval.

### 2.3 - VENEER PANEL

Full veneers are selected plain-sliced natural wood veneers. Composition boards utilized:

Fiberboard ANSI A208.2-1980 3/8" – 48lbs density.

Hardwood plywood US department of commerce standard PS-51-71. Type II.

### 2.4 - FASTENERS

All fasteners shall be corrosion resistant. Wood joinery by screws shall be done with hardened low root screws. No sheetrock screws shall be used for joinery. Drawer's glides and hinges shall be fastened with minimum 5/8" long low root screw.

### 2/5 - FINISHING

All interior and exterior surfaces and end grains must be finished, completely sealing each piece in one the methods listed below. If stain or laminate color is specified, it will be applied prior to finish coatings. Stain color should match laminate as closely as possible.

The finish shall be consistent and uniform in color and sheen. All parts are to be sanded smooth and free of any dust at each stage of sealer application.

Manufacturer to provide documentation as a part of the response to this bid of the V.O.C. emissions level during manufacturing process. The UC System prefers use of low or no V.O.C. emissions during manufacturing.

#### **Method 1:**

1. Spray coat min. 30-35% solids, water borne sealer with UV inhibitor
2. Air dry
3. Sand sealer smooth
4. Spray second coat min. 30-35% solids, water borne sealer with UV inhibitor
5. Air dry
6. Sand sealer smooth
7. Spray top coat of low sheen water borne acrylic or urethane finish, min. 30-35% solids, with UV inhibitor to all exposed wood surfaces

#### **Method 2:**

(The UV coating is applied to parts conveyed through either the Spray Coat line or the Roll Coat line.)

##### Spray Coat Line Process:

1. Parts are conveyed through the "Duel Tech 6" spraying machine on the UV line where the Ultra-Cure® UV coating is applied.
2. Once the coating is applied, the parts are conveyed through a "laminar flash-off tunnel" approximately 150 feet long. The flash-off tunnel is heated by coils containing hot water - heated by a boiler - to a temperature of approximately 1100 F. The entire tunnel is climate controlled by the operator and all incoming airflow to the product is filtered twice before it is released into the tunnel.
3. The coating is cured in a UV oven near the end of the UV spray line.

##### Roll Coat Line Process:

The UV roll line consists of a Multi Head DMC finishing sander with ionization and panel cleaner. A second panel cleaner is utilized to assure dust free parts. The dual roll coaters are a "wet on wet" fill and coat system. The "wet on wet" allows for filling the recesses in the grain of the wood, thus preventing dry cells that result from systems that do not incorporate a fill coater in the process.

1. The parts are passed through the DMC sander for a smooth uniform surface prior to entering the roll coater.
2. Dust is removed by ionization and brush panel cleaning.
3. The part then passes through fill coater which applies a 99.5% solids Opticure™ filler that is forced into the recessed grain via a chrome roller.
4. The part passes under the first UV oven and is gelled but not cured.
5. The passes through the seal coater for a “wet on wet” coat with the filler.
6. The part passes under the second UV oven filler and sealer is completely cured.
7. The part is denibbed and sanded to 420 grit prior to top coat.
8. The part passes through the roll coater where 99.5% solids Opticure™ is applied and completely cured.
9. The process is repeated on the opposite side.

### 3. FURNISHINGS SPECIFICATION

#### 3.1 - SUBSTITUTIONS

Specifications noted herein are the minimum acceptable standards. Tab 1 of Attachment #1 must meet these specifications unless an exception is granted. If deviating from material specifications or dimensions more than what is allowed + -1” or within range provided (exception noted for beds), a Proposer may:

- EXCEPTIONS TO SPECIFICATIONS - List it as a deviation/note it as an exception with the understanding it may (depending on variance or importance) disqualify the proposal.
- ALTERNATE QUOTE - Quote a compliant product and then list the better option as an alternate on Tab 3, note it under exceptions (on Tab1) as a better choice (refer to it by ID#). In addition, upload an ‘Alternate Quote – Supplier Name’ along with your compliant quote within the Questionnaire.
- DISCUSSION FORUM - For a general deviation applying to multiple products you may ask the question inside the Discussion Forum, particularly if the process or material will exceed the specifications. For several specific (but minor) deviations, a Proposer may request approval via Discussion Forum by uploading a single page document with a request for approval. Note: The University does not guarantee a response/approval by the submission date, if using this option. Major changes for Tab 1 of Attachment #1 are not likely to be granted. **Prices are not to be mentioned in the Discussion Form.**

For below, use of a brand name product means ‘Brand or Equal’

#### 3.2 - SINGLE BUNKABLE BED (stay within dimensions provided)

##### Material

<u>PART</u>	<u>MATERIAL</u>	<u>MIN. FINISHED THICKNESS</u>
POSTS	solid northern red or white oak or solid eastern hard maple 3 Position bed heights measured from the floor to the bottom of the rail: 12.5”, 18.5” and 30.5” with locking pins	2-1/4” X 2-1/2”
RAILS	solid northern red or white oak or solid eastern hard maple	1” X 4”
SPREADERS	solid northern red or white oak or solid eastern hard maple	1” X 3-1/2”
BED DECK SURFACE	Plywood	3/4”



## Construction

Each spreader is to be attached to the bed posts with mortis and tenon at each end, glued and set under pressure. All bed rails are to be assembled to the bed posts with powder-coated metal brackets with 3" centers from hook to hook. Metal brackets shall not extend lower than the base of the wood rail. Each bed shall have a 36" high foot post and a 36" high head post. There shall be three spreaders on each bed end. Spreaders to have eased horizontal edges to climb when lofted or bunked. Spreaders to be placed with equal vertical spacing between spreaders so that when beds are lofted or bunked, the bed ends may be used as a ladder. Bed bottoms are to consist of three 24" minimum wide pieces of  $\frac{3}{4}$ " thick sanded plywood with eased edges spaced evenly along cleats 1" from each end. Bed bottom edges are to be seal to prevent bed bugs from hiding in voids. Cleats are to be one piece units on each rail with six powder coated flange/plates on each cleat. Three pieces Bed bottoms will include four routed slots, two for each rail, to fasten over metal flanges on bed rails. Bed ends are to have holes drilled on the inside face of posts (facing rails) approximately 2" down from top. Threaded inserts to be installed in these holes for 1/4 X 20 X 1-3/8 joint connector bolts with Allen heads. These bolts are to attach the guardrails. The beds shall be able to bunk by joining the posts of the top and bottom bed headboards together using a zinc-coated 3/8" X 3" steel pin inserted into each bed post, into the top and bottom bed footboards. Pin edges to be eased, degreased and de-burred. Hole size to allow for pin removal without tools.

## Dimensions (fixed per Attachment #1)

Depth:	40"-42" Maximum Width
Length:	84"-85"
Height:	36" each bed
Bunked Height:	72"- Floor to Top of Post

### Top of 8" Thick Mattress:

Single:	22", 33" or 40.5"
Bunked:	22" and 58", 69" or 76.5"
Lofted:	58", 69" or 76.5"

### Bottom of rail to the floor

12.5"
18.5"
30.5"

## Bed Options

Sleeping surface attaches to bed end with the use of bolts or hardwareless brackets. The five options below are mutually exclusive.

1. Wood Rails With Hardware
  - Three piece  $\frac{3}{4}$ " plywood sleeping surface
  - Wood rails 1" x 4" with two  $\frac{1}{2}$ " thick barrel nuts and machine bolts at each end
2. Wood Rails Hardwareless with Three Piece Plywood Deck
  - Three piece  $\frac{3}{4}$ " plywood sleeping surface minimum 24"
  - Wood Rails 1" x 4" with Powder-Coated Bracket w/ 3" center to center anchor slots
3. Wood Rails Hardwareless with Plywood Deck
  - Single  $\frac{3}{4}$ " Plywood Ventilated Sleeping Surface

Wood Rails 1" x 4" with Powder-Coated Bracket w/ 3" center to center anchor slots

- 4. Metal Rails Hardwareless with Plywood Deck  
 Single ¾" Plywood Ventilated Sleeping Surface  
 Steel 2" x 2" Metal Angle Rail w/ Bracket, Powder-Coated w/ 3" center to center anchor slots

**Fascia Option:** solid northern red or white oak or solid eastern maple to cover front metal rail edge

- 5. Steel No-Sag Spring Hardwareless

All components are fabricated from 54,000-PSI minimum yield strength HRP&O steel tubing. End sections are of 1 ½" square tubing, side sections are 2 inch by 1 inch rectangular steel tubing all with 14 ga. (0.083") wall thickness. Two specially designed hook plates of 10 ga. Thickness are MIG welded to each side section. Hooks are 2" on center. The side sections are notched on the inside to allow end insertion, which positively aligns and locks the end and side sections together before welding. After each component is processed they are accurately welded to insure total unitized frame integrity. The spring surface is made up of 16 rows of 9 ga. sinuous spring wire with "Z" hooks on each end. There are six rows of 12 ga. Connecting links between each row of sinuous springs for a total of 90 links. There are five 12 ga. Helical springs with 16 turns and ¾" diameter, on each end of the spring frame. All spring components are inserted inside the tubular frame leaving it both tamper-proof and free of sharp edges. The bedsprings are washed, phosphated and non-chromic sealed in seven stages. They are electrostatically coated with polyester dry powder and baked at 400 degrees. Color is textured black.

**Fascia Option:** solid northern red or white oak or solid eastern maple to cover front metal spring edge

- 6 Fixed wooden dowel at top of post for lofting and bunking.
- 7 Receiving channels in bed posts of hardwareless beds manufactured without locking pins.
- 8 Receiving channels in bed post of hardwareless beds with eight (8) positions
- 9 1 pc, ventilated with integrated ledge cuts for interlocking into bedrail
- 10 Lofting and bunking holes size 25/64"
- 11 Hardwareless bed rail brackets with 2" center to center from hook to hook

**CPSC Federal Bunkbed Safety Requirements**

Present option for bunked / lofted standard bed and bed options to meet requirements.

[3.3 - UNDER BED STORAGE 2- DRAWER HORIZONTAL OR VERTICAL](#)

**Material**

<u>PART</u>	<u>MATERIAL</u>	<u>MIN. FINISHED THICKNESS</u>
TOP	plastic laminate on plywood board	13/16"

	with phenolic backer sheet	
TOP EDGES	PVC matching top laminate	1/4"
SIDES	solid northern red or white oak or solid eastern hard maple	3/4"
PARTING RAILS	solid northern red or white oak or solid eastern hard maple	3/4" X 1-1/2"
BACK	particle board substrate w/ Corlite or Melamine finished surface or finished hardwood plywood	1/4" or 1/2"
DRAWERS	Five sided drawers with front facing to match side panels.	
DRAWER FRONTS	solid northern red or white oak or solid eastern hard maple	3/4"
DRAWER BACK AND SIDES	9 to 11-ply uni-directional hardwood plywood or finished solid hardwood	7/16" to 15/32"
DRAWER BOTTOM	tempered hardboard panel with vinyl Corlite finish or finished hardwood plywood;	1/4" or 1/2"
DRAWER GLIDES	20" vinyl or epoxy coated metal tracking with 100lb. static and 75 lb. dynamic load test, side mounted with positive in/out stops and 3/4 extension	
GLIDES	Fixed Nylon	1/2"- 1-1/2" dia

## Construction

### EDGES

The front, back and side edges of the tops shall have a 3mm PVC edge band with a 3/32" eased edge. Edge banding applied with hot melt bonding process onto the top edges. Edge banding to be internal. Side panels will include two routed slots on each panel located near the top to serve as lift points. Slot are not to be open to the interior of the cabinet.

### INTERIOR RIB FRAMING

The framing inside cabinet is to consist of solid hardwood frame at each drawer level. Each frame is to be lap jointed or mortised and tenoned, glued and stapled at all four corners. The frames are then to be screwed to the cabinet walls. The base and top are also to be screwed to the interior framing of the cabinet. There are to be four corner blocks glued and screwed in the base, one in each corner. The cabinet backs are to be inserted and screwed in place. There shall be no visible screw heads on front or sides of cabinet.

### DRAWER CONSTRUCTION

All drawer components shall be joined together at all four corners with conventional full depth finger dovetails. Dovetails shall be tight and well fitted. The drawer bottom is to be inset into all four sides using dado joints and glued with a continuous glue bead into the drawer front, sides and back. Glue blocks are to be placed on the underside of the drawer. Solid hardwood drawer fronts

shall have an integral finger pull machined into the drawer front that shall be the full width of the drawer located at the bottom leading edge.

All drawers are to be side mounted using 20" metal tracks with a 100 lb. minimum static test load capacity. Metal tracks resting on rib construction. Coated metal tracking slides shall run on metal bearing spindles with nylon wheels or Lexan rollers and shall have drawer stops.

All drawer bottoms utilizing the 1/4" thick drawer bottom material option are to have front to back stiffeners, of 3/8" X 2" hardwood.

**Dimensions**

Depth: 22.5"  
 Width: 27"  
 Height: 16"  
 Case Depth of 22.5" (with 21" deep drawers)

**Options**

1 Veneer Side Panels  
 Side panels of casegood constructed of plain slide northern red oak, white oak or eastern hard Maple. Veneer on both sides of fiber core center panel. Three exposed edges shall be internal edge banded with matching 1/4" solid red oak, white oak or eastern hard maple.

3.4 – TWO-THREE- DRAWER PEDESTAL

**Material**

<u>PART</u>	<u>MATERIAL</u>	<u>MIN. FINISHED THICKNESS</u>
TOP	plastic laminate on plywood board with phenolic backer sheet	13/16"
TOP EDGES	PVC matching top laminate	1/4"
SIDES	solid northern red or white oak or solid eastern hard maple	3/4"
PARTING RAILS	solid northern red or white oak or solid eastern hard maple	3/4" X 1-1/2"
TOE KICK	solid northern red or white oak or solid eastern hard maple	3/4" X 2-1/4"
BACK	particle board substrate w/ Corlite or Melamine finished surface or finished hardwood plywood	1/4" or 1/2"
DRAWERS	Five sided drawers with front facing to match side panels.	

DRAWER FRONTS	solid northern red or white oak or solid eastern hard maple	3/4"
DRAWER BACK AND SIDES	9 to 11-ply uni-directional hardwood plywood or finished solid hardwood	7/16" to 15/32"
DRAWER BOTTOM	tempered hardboard panel with vinyl Corlite finish or finished hardwood plywood;	1/4" or 1/2"
DRAWER GLIDES	20" vinyl or epoxy coated metal tracking with 75lb. static and 50 lb. dynamic load test, side mounted with positive in/out stops and 3/4 extension	
GLIDES	Fixed Nylon	1/2"- 1-1/2" dia.

## Construction

### EDGES

The front, back and side edges of the tops shall have a 3mm PVC edge band with a 3/32" eased edge. Edge banding applied with hot melt bonding process onto the top edges. Edge banding to be internal.

### INTERIOR RIB FRAMING

The framing inside cabinet is to consist of solid hardwood frame at top and base. Each frame is to be lap jointed or mortised and tenoned, glued and stapled at all four corners. The frames are then to be screwed to the cabinet walls. The base and top are also to be screwed to the interior framing of the cabinet. There are to be four corner blocks glued and screwed in the base, one in each corner. The cabinet backs are to be inserted and screwed in place. There shall be no visible screw heads on front or sides of cabinet.

### DRAWER CONSTRUCTION

All drawer components shall be joined together at all four corners with conventional full depth finger dovetails. Dovetails shall be tight and well fitted. The drawer bottom is to be inset into all four sides using dado joints and glued with a continuous glue bead into the drawer front, sides and back. Solid hardwood drawer fronts shall have an integral finger pull machined into the drawer front that shall be the full width of the drawer located at the bottom leading edge.

All pedestal drawers are to be side mounted using 20" metal tracks with a 75 lb. minimum static test load capacity. Coated metal tracking slides shall run on metal bearing spindles with nylon wheels or Lexan rollers and shall have drawer stops.

## Dimensions

Depth: 22-23"  
Width: 16-17"  
Height: 20-25"  
Case Depth of 24"

## Options

### 1 Veneer Side Panels

Side panels of casegood constructed of plain side northern red oak, white oak or eastern hard

Maple. Veneer on both sides of fiber core center panel. Three exposed edges shall be internal edge banded with matching ¼" solid red oak, white oak or eastern hard maple.

3.5 - COMPUTER DESK(S) WITH DRAWER(S) AND PULL-OUTS/TRAYS

**THREE DRAWER, TWO DRAWER, ONE DRAWER/SHELF, MIXED MEDIA (1drawer w/ pull-out)**

**Material**

<u>PART</u>	<u>MATERIAL</u>	<u>MIN. FINISHED THICKNESS</u>
TOP	plastic laminate on top plywood with phenolic backer sheet	13/16"
TOP EDGES	PVC internal banding to match top laminate	work surface.
SIDES	solid northern red or white oak or solid eastern hard maple	3/4"
TOE KICK	solid northern red or white oak or solid eastern hard maple	¾" X 2-1/4"
RAILS	solid hardwood	1-1/2" X 3/4"
BACK	particle board substrate w/ Corlite or Melamine finished surface or finished hardwood plywood	¼" or ½"
DRAWERS	Five sided drawers with front facing to match side panels	
DRAWER FRONTS	solid northern red or white oak or solid eastern hard maple	3/4"
KEYBOARD DRAWER	solid northern red or white oak or solid eastern hard maple	1-3/4" high x 1" thick
DRAWER BACK AND SIDES	9 to 11-ply uni-directional hardwood plywood or finished solid hardwood	7/16" to 15/32"
KEYBOARD BACK AND SIDES	solid northern red or white oak or solid eastern hard maple	¾"
DRAWER BOTTOM	tempered hardboard panel with vinyl Corlite finish or finished hardwood plywood;	¼" or ½"
KEYBOARD DRAWER BOTTOM	finished hardwood plywood	¾"
DRAWER GLIDES	20" vinyl or epoxy coated metal tracking with 100lb. static and 75 lb. dynamic load test, side mounted with positive in/out stops and ¾ extension for <b>pedestal</b> unit	
	16" zinc coated precision tracking with 100lb load test, side mounted, with full-extension for <b>keyboard</b> tray	

KNEE HOLE SPREADER	solid northern red or white oak or solid eastern hard maple	3" X ¾"
SPREADER CLEATS	solid hardwood	1-7/16 X ¾"
GLIDES	Fixed nylon guide	1/2"- 1-1/2" dia.

## Construction

### EDGES

The front, back and side edges of the tops shall have a 3mm PVC edge band with a 3/32" eased edge. Edge banding applied with hot melt bonding process onto the top edges. Edge banding to be internal. Side panels will include two routed slots on each panel located near the top to serve as lift points. Slot are not to be open to the interior of the cabinet.

### INTERIOR RIB FRAMING

The framing inside cabinet is to consist of solid hardwood frame at each drawer level. Each frame is to be lap jointed or mortised and tenoned, glued and stapled at all four corners. The frames are then to be screwed to the cabinet walls. The base and top are also to be screwed to the interior framing of the cabinet. There are to be four corner blocks glued and screwed in the base, one in each corner. The cabinet backs are to be inserted and screwed in place. Sides of the knee space shall be attached to two frames. A 3" stretcher shall be cleated and screwed to both interior sides of the knee space. There shall be no visible screw heads on front or sides of cabinet.

### DRAWER CONSTRUCTION

All drawer components shall be joined together at all four corners with conventional full depth finger dovetails. Dovetails shall be tight and well fitted. The drawer bottom is to be inset into all four sides using dado joints and glued with a continuous glue bead into the drawer front, sides and back. Glue blocks are to be placed on the underside of the drawer. Solid hardwood drawer fronts shall have an integral finger pull machined into the drawer front that shall be the full width of the drawer located at the bottom leading edge.

All pedestal drawers are to be side mounted using 20" metal tracks with a 100 lb. minimum static test load capacity. Metal tracks resting on rib construction. Coated metal tracking slides shall run on metal bearing spindles with nylon wheels or Lexan rollers and shall have drawer stops.

All drawer bottoms utilizing the 1/4" thick drawer bottom material option are to have front to back stiffeners, of 3/8" X 2" hardwood.

## Dimensions

Depth: 24"  
Width: 42"  
Height: 29-30"  
Pull out tray height of 24.5- 25.5"

## Options

1. Case Width of 48"
2. Case Depth of 28"
3. Case Width of 38"
4. Hardwood plywood sides with veneer and PVC edge banding
5. Side panels without lift points
6. Pull out tray height of 24.5- 25.5"

### **SINGLE DRAWER DESK**

NOTE: A Single Drawer desk with pull-out, is also requested. Specifications of materials mirror above.

### **TWO DRAWER DESK**

NOTE: A Two Drawer desk with pull-out, is also requested. Specifications of materials mirror the three Drawer desk above.

### **MIXED MEDIA DESK**

NOTE: A single drawer desk, with pull-out/tray, is also requested, described as Oak desk with tubular style metal frame, 1 drawer and pull-out Laptop drawer or extension/tray. Top may be Oak, HPPL, with 3mm PVC edges. This is a newer item and close variations may be accepted, near to the dimensions below.

Desk Top Width of 42"

Top Depth 28" on 24" case

Desk Height: 29"-30"

Pull-out Height 24.5" -25.5"

### 3.6 - BOOKCASE (carrels)

#### **Material**

<u>PART</u>	<u>MATERIAL</u>	<u>MIN. FINISHED THICKNESS</u>
SIDES & SHELF	solid northern red or white oak or solid eastern hard maple	13/16"
BACK SPREADERS (3)	solid northern red or white oak or solid eastern hard maple	13/16"

#### **Construction**

All solid wood edges to be 3/32" eased edge.

All joints shall be doweled and pressed and/or clamped with sufficient pressure to ensure maximum glue penetration and sound bonding. Every joint in every section shall be assembled under clamps and or air pressed and reinforced with screws. All screw holes shall be flush plugged and sanded smooth. There shall be no visible screw heads anywhere.

#### **Dimensions**

Four different sizes should be available.

##### **ONE SHELF BOOKCASE**

Depth: 9"

Width: 40"

Height: 26"

##### **ONE SHELF BOOKCASE**

Depth: 9"

Width: 28"

Height: 26"

##### **ONE COMPUTER SHELF BOOKCASE**

Depth: 12"

Width: 40"

Height: 26"

##### **TWO SHELF BOOKCASE**



Depth: 9"  
 Width: 40"  
 Height: 28"

**3.7 - DESK CHAIRS (2)**

**Material - Hardwood**

<u>PART</u>	<u>MATERIAL</u>	<u>EST DIMENSIONS W/ REQUIRED THICKNESS</u>
SEAT	Saddle Seat, Solid Northern Red Oak or Solid Eastern Rock Maple	16" x 17.75" x 5/8" thick
SEAT BACK	Solid Northern Red Oak or Solid Eastern Rock Maple	16" x 6" x 3/4" thick
SPREADERS	Solid Northern Red Oak or Solid Eastern Rock Maple	16" x 2-1/4" x 1" thick
SIDE	Solid Northern Red Oak or Solid Eastern Rock Maple	1" thick

**Construction**

The chair is constructed of two pre-fabricated solid wood sides, each with a one-position or two-position sled base. Three spreaders provide lateral support. Spreaders attach to the sides with two glued dowels and pressed together. Spreader along the bottom is reinforced with pocket screws. Gluing and screwing to corner blocks reinforces the two seat spreaders at the seat level. Four corner blocks are glued and screwed to the sides and seat bottom. Seat back is attached with a machine screw and standard wood screw on either side, outside holes are sealed with wood plugs. Seat back can be removed and replaced; it is steam bent and curved for body comfort. Seat panel is screwed into the wooden chair frame and can be removed for cleaning or Replacement.

**Dimensions**

Depth: 17"-18"  
 Width: 18"  
 Height: 31-1/4" (overall)  
 Seat height: 17"-18.5" (from floor)

**Adjustable Desk Chair – Metal/Plastic/Textile**

**Construction**

Adjustable Height Dorm Chair w/ Pneumatic seat height adjustment, 360° Swivel, Tilt Tension, Armless or w/ arms as optional, Carpet casters, Plastic back or upholstered, supporting a minimum of 250 lbs. Warranty: 10 yr. with 5 yr. on foam and upholstery.

**Dimensions**

Seat Depth: 17 - 20.5"

Seat Width:	17.5 - 19"
Seat Height:	15 - 23"
Overall Depth:	20 – 22"
Overall Width:	18 – 20"

### 3.9 - THREE DRAWER DRESSER

#### **Material**

<u>PART</u>	<u>MATERIAL</u>	<u>MIN. FINISHED THICKNESS</u>
TOP	plastic laminate on plywood board with phenolic backer sheet	13/16"
TOP EDGES	PVC matching top laminate	1/4"
SIDES	solid northern red or white oak or solid eastern hard maple	3/4"
TOE KICK	solid northern red or white oak or solid eastern hard maple	3/4" X 2-1/4"
PARTING RAILS	solid northern red or white oak or solid eastern hard maple	3/4" X 1-1/2"
BACK	particle board substrate w/ Corlite or Melamine finished surface or finished hardwood plywood	1/4" or 1/2"
DRAWERS	Five sided drawers with front facing to match side panels.	
DRAWER FRONTS	solid northern red or white oak or solid eastern hard maple	3/4"
DRAWER BACK AND SIDES	9 to 11-ply uni-directional hardwood plywood or finished solid hardwood	7/16" to 15/32"
DRAWER BOTTOM	tempered hardboard panel with vinyl Corlite finish or finished hardwood plywood;	1/4" or 1/2"
DRAWER GLIDES	20" vinyl or epoxy coated metal tracking with 100lb. static and 75 lb. dynamic load test, side mounted with positive in/out stops and 3/4 extension	
GLIDES	Fixed Nylon	1/2" - 1-1/2" dia.

#### **Construction**

##### **EDGES**

The front, back and side edges of the tops shall have a 3mm PVC edge band with a 3/32" eased edge. Edge banding applied with hot melt bonding process onto the top edges. Edge banding to be internal. Side panels will include two routed slots on each panel located near the top to serve as lift points. Slot are not to be open to the interior of the cabinet.

### INTERIOR RIB FRAMING

The framing inside cabinet is to consist of solid hardwood frame at each drawer level. Each frame is to be lap jointed or mortised and tenoned, glued and stapled at all four corners. The frames are then to be screwed to the cabinet walls. The base and top are also to be screwed to the interior framing of the cabinet. There are to be four corner blocks glued and screwed in the base, one in each corner. The cabinet backs are to be inserted and screwed in place. Sides of the knee space shall be attached to two frames. A 3" stretcher shall be cleated and screwed to both interior sides of the knee space. There shall be no visible screw heads on front or sides of cabinet.

### DRAWER CONSTRUCTION

All drawer components shall be joined together at all four corners with conventional full depth finger dovetails. Dovetails shall be tight and well fitted. The drawer bottom is to be inset into all four sides using dado joints and glued with a continuous glue bead into the drawer front, sides and back. Glue blocks are to be placed on the underside of the drawer. Solid hardwood drawer fronts shall have an integral finger pull machined into the drawer front that shall be the full width of the drawer located at the bottom leading edge.

All pedestal drawers are to be side mounted using 20" metal tracks with a 100 lb. minimum static test load capacity. Metal tracks resting on rib construction. Coated metal tracking slides shall run on metal bearing spindles with nylon wheels or Lexan rollers and shall have drawer stops.

All drawer bottoms utilizing the 1/4" thick drawer bottom material option are to have front to back stiffeners, of 3/8" X 2" hardwood.

### Dimensions

Depth: 19-20"  
Width: 30"  
Height: 30"  
Case Depth of 24" (with 20" deep drawers)

### Options

1 Veneer Side Panels

Side panels of casegood constructed of plain slide northern red oak, white oak or eastern hard Maple. Veneer on both sides of fiber core center panel. Three exposed edges shall be edge banded with matching 1/4" solid red oak, white oak or eastern hard maple.

### 3.10 - LADDER

#### Material

<u>PART</u>	<u>MATERIAL</u>	<u>MIN. FINISHED THICKNESS</u>
SIDES	solid northern red or white oak or solid eastern hard maple	1" X 3"
RUNGS	solid northern red or white oak or solid eastern hard maple	3/4" X 3"
HOOKS	steel with vinyl sleeves	Edco #7800 or equal

## Construction

All edges to be 3/16" eased edge.

Ladders shall meet federal safety standards.

Both ladder sides are to be notched with pocket slots to accept rungs. Each rung is to be pressed, glued and screwed into pocket slot with #8 size screw. Screws are to be countersunk into bottom side of rung at ladder sides, and are to neither be visible nor to protrude from the bottom face of the rung.

Ladder sides to have a metal hooks fastened to top. Metal hooks are to be fastened to top of ladder sides by screws. Ladder sides will have 6 predrilled holes so that hooks may be repositioned in the field.

Ladder must be able to be used in conjunction with loft/bunk rail heights ranging from 58" to 64".

Ladder hook designs must attach via the top and bottom of the wooden and metal rails specified in Single Bunkable Bed section of this Exhibit 2.

Campus preference on the shape of the base of the ladder, flat angled surface or rounded surface.

## Dimensions

Width: 16"  
Depth: 3"  
Height: 66-3/4"

### 3.11 - GUARDRAIL

#### Material

<u>PART</u>	<u>MATERIAL</u>	<u>MIN. FINISHED THICKNESS</u>
SIDES	solid northern red or white oak or solid eastern hard maple	13/16" X 4-7/8"

#### Construction

All edges to be 3/16" eased edges and corners. Guardrail shall be attached to the bedpost with joint connector bolts. (JCB) 1/4"/20 X 1-3/8" long. (Mounting holes in guard rail to be elongated, 3/4" long, to allow for variance in spacing from bed end to bed end)

Guardrails, when positioned on the bed, shall meet federal safety standards in relation to the height of the guardrail to the top of the properly bunked mattress.

#### Dimensions

Width: 82"  
Depth: 13/16"  
Height: 4-7/8"

### 3.12 - TWO DOOR WARDROBE W/ SHELF

#### **Material**

<u>PART</u>	<u>MIN. FINISHED MATERIAL</u>	<u>THICKNESS</u>
TOP	plain sliced northern red or white oak or eastern hard maple veneer on both sides of plywood center panel	3/4"
TOP, SIDE AND DOOR EDGES	solid northern red or white oak or solid eastern hard maple	1/4"
SIDES	plain sliced northern red or white oak or eastern hard maple	3/4"
SHELF	plain sliced northern red or white oak or eastern hard maple veneer on both sides of plywood center panel	3/4"
TOE KICK	solid northern red or white oak or solid eastern hard maple	3/4" x 2-1/4"
PARTING RAILS AND VALANCES	solid northern red or white oak or solid eastern hard maple	3/4" x 1-1/2"
BACK	one piece plain sliced northern red or white oak or eastern hard maple veneer on both sides of hardwood 9 ply plywood center panel	3/4"
DOORS	plain sliced northern red or white oak or eastern hard maple veneer on both sides of plywood center panel	3/4"
DOOR PULLS	solid northern red or white oak or solid eastern hard maple	1 1/2" x 3/4"
DRAWER FRONTS	solid northern red or white oak or solid eastern hard maple (five sided drawer)	3/4"
DRAWER UNIT TOP	Plastic laminate on top surface with phenolic backer with 3mm PVC edge banding on exposed edges	
DRAWER BACK AND SIDES	9 to 11-ply uni-directional hardwood plywood or finished solid hardwood	7/16" to 15/32"
DRAWER BOTTOM	tempered hardboard panel with vinyl Corlite finish or finished hardwood plywood	1/4" or 1/2"
DRAWER GLIDES	20" vinyl or epoxy coated metal tracking with 100lb static and 75 lb. dynamic load test, 3/4" extension side mounted with positive in/out stops	
FLOOR GLIDES	Teflon coated steel adjustable glide	1/2"-1-1/2" dia.

CORNER BLOCKS	Solid Hardwood	1 5/8" x 5" x 7"
CLOTHES ROD	Chrome plated steel, 16ga oval	Full Width
HINGES	Plated Steel Institutional 270° Overlay	3"

**Construction**

**EDGES**

The exposed edges of the tops, three edges of the sides and all four edges of the doors shall have a 1/4" solid red oak (or solid eastern maple) edge band with a radiused edge. Edge banding applied with hot melt bonding process onto the panel edges.

**CONSTRUCTION AND INTERIOR RIB FRAMING**

- a. The framing inside cabinet is to consist of solid hardwood frame at each drawer level. Each frame is to be lap jointed or mortised and tenoned, glued and stapled at all four corners. The frames are then to be screwed to the cabinet walls. The base and top are also to be screwed to the interior framing of the cabinet. There are to be four corner blocks glued and screwed in the base, one in each corner. The cabinet backs are to be dadoed into sides and screwed in place. There shall be no visible screw heads on front or sides of cabinet.
- b. Sides of the cabinet shall be joined together with blind mortise and tenon or dowels and glue set under pressure to cross rails. Joinery shall be glued and doweled under pressure to insure maximum glue penetration and bonding. No voids in glue will be permitted. Backs shall be grooved and tenoned, glue set under pressure into side panels and cross rail and four corner blocks shall be glued and screwed in each corner. Tops shall be attached to sides and fastened with wood screws through cross rails at front and cleats to sides. There shall be no visible screw heads on front or sides of cabinet.

**DRAWER CONSTRUCTION**

All drawer components shall be joined together at all four corners with conventional full depth finger dovetails. Dovetails shall be tight and well fitted. The drawer bottom is to be inset into all four sides using dado joints and glued with a continuous glue bead into the drawer front, sides and back. Glue blocks are to be placed on the underside of the drawer. Solid hardwood drawer fronts shall have an integral finger pull machined into the drawer front that shall be the full width of the drawer located at the bottom leading edge. Drawers are five sided with solid wood front.

All insert drawers are to be side mounted using 20" metal tracks with a 100 lb. minimum static test load capacity. Coated metal tracking slides shall run on metal bearing spindles with nylon wheels or Lexan rollers and shall have drawer stops.

All drawer bottoms utilizing the 1/4" thick drawer bottom material option are to have front to back stiffeners, of 3/8" X 2" hardwood.

**DOOR CONSTRUCTION**

Full length doors shall have four hinges per door. Partial length doors shall have three hinges per door. The top and bottom hinges on each door shall be through bolted through side panel and the door for added strength and capable of opening 270 degrees.

**First Dimensions**

Depth: 25"  
Width: 36"  
Height: 56"

## Second Dimension

Change Height to 72"

### Options

1. No drawers
2. 2 or 3 drawer inserts
3. MDF back
4. Mirror on inside of door
5. Teflon fixed glides  $\frac{1}{2}$ " x  $1\frac{1}{2}$ "
6. Three drawers (unit  $24\frac{1}{2}$ " tall") - exposed when doors are closed (Dimensions below)
7. 72" full length cabinet (left door:  $45\frac{3}{8}$ "h x  $17\frac{5}{8}$ "w x  $\frac{3}{4}$ " - Right door: 70"h x  $17\frac{5}{8}$ "w x  $\frac{3}{4}$ ") Overall dimensions of cabinet 72"h x  $24\frac{3}{4}$ "d x 36"w

Three drawers built-in with exposed fronts dimensions (Five sided drawers)

Depth:  $23\frac{1}{4}$ "

Width:  $17\frac{5}{8}$ "

Height:  $24\frac{1}{2}$ "

Drawer's sides are same as above. Height of sides are  $5\frac{5}{8}$ "

Drawers fronts are 7" high for the top two drawers and  $8\frac{3}{4}$ " for the bottom drawer

Drawer cabinet is  $\frac{3}{4}$ " hardwood plywood with veneer.

Solid hardwood drawer fronts shall have an integral finger pull machined into the drawer front that shall be the full width of the drawer located at the bottom leading edge.

Cabinet sides and top constructed of hardwood plywood with veneer and PVC edge banding.

8. Three drawers detached and covered by cabinet doors (May be placed anywhere within base of cabinet.
9. Dimensions: Depth 24", Width 30"

## [Section 3.13 LOFTING KITS](#)

**BED ENDS** – Same specification as bunkable bed, end piece

### **STABILIZER BARS**

#### **Metal Stabilizer Bars** – Tubular Platform Rail

Rail Construction: All components are fabricated using 70,000-PSI minimum yield strength HRP&O steel tubing. Rails are 2 inch by 1 inch rectangular steel tubing with 14ga. (0.083") wall thickness. Two specially designed laser cut hook plates of 10 ga. HRP&O are accurately fixtured and robotically MIG welded to each end of the rail. This insures repeatability and quality every time.

FINISH: All components are cleaned, pickled, phosphated, and non-chromic sealed in six stages. They are dried & electrostatically powder coated with hybrid dry powder and baked at 400 degrees.

#### **DIMENSIONS**

$10\frac{3}{4}$  at full height at each end

$81\frac{7}{8}$  full length

$1\frac{3}{16}$  at the widest point

#### **Wood Stabilizer Bars** - Oak/hardwood, meeting materials specification as detailed above:

#### **DIMENSIONS**

$11\frac{3}{4}$  tall

Wood  $79\frac{3}{4}$  long (w/clips  $81\frac{7}{8}$ ")

11/16 deep

Photos attached below for information purposes only and are samples of construction for some current product in use

## TAB 1 ITEMS

### BED BOARDS



### BED BOARD PLATES



### BED BOARD SLOTS



## TAB 2 ITEMS



UCB LOFTING DESK (SURFACE) EXAMPLE



COLLAPSIBLE WARDROBE EXAMPLE



Below are excerpts and links related to recent revisions made to UC's Sustainable Practices Policy. They are provided for your convenience and are not meant to replace a full review of all materials. Links to the Policy and associated Guidelines are provided below for your review.

- UC SUSTAINABLE PRACTICES POLICY (Sustainable Procurement pg. 12–15 and 27–29): <https://policy.ucop.edu/doc/3100155/SustainablePractices>
- UC SUSTAINABLE PROCUREMENT GUIDELINES: <https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>

## **UC Sustainable Practices Policy – Sustainable Procurement**

***E-COMMERCE REQUIREMENTS (Note: Punch-out and/or Hosted catalogs are not a requirement of this RFP. If Proposer/Supplier partners with the UC to develop ePro catalogs, the below 1& 2 would apply)***

Awarded suppliers will be required to clearly identify products with UC-recognized certifications, as defined by the Guidelines, in both hosted and punchout catalog e-procurement environments.

- 1) Contract items that meet the UC Green and UC Green Preferred criteria as outlined in the Guidelines will be prioritized in all product searches.
- 2) Unless locations request otherwise, products that do not meet the University's minimum criteria requirements will be blocked in all hosted catalogs and punchout catalogs upon contract award.

### ***PACKAGING STANDARDS***

The University is required to outline the UC Standards for packaging materials in all RFPs. Proposers will be required to demonstrate how their standards and practices for packaging materials meet these Standards. Additional consideration during evaluation will be given to Proposers who meet more than one criteria listed in (a) - (e) below, with preference given to bids meeting (b).

All packaging delivered to the UC must be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:

- a) Uses bulk packaging;
- b) Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
- c) Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
- d) Maximizes recycled content and/or meets or exceeds the minimum postconsumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
- e) Uses locally recyclable or certified compostable material.

### ***PACKAGING FOAM BAN***

By 2020, the University will prohibit the sale, procurement or distribution of packaging foam.

Packaging foam refers to any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including expanded polystyrene (EPS)), extruded polystyrene foam (XPS) and polystyrene paper (PSP)), Polyurethane (PU) foams, Polyethylene foams, Polyvinyl chloride (PVC) foam, and Microcellular foam.

\*Packaging foam does not include easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

### ***ELECTRONIC TRANSFER OF SUPPLIER INFORMATION***

Awarded suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations or other materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff, who may choose to print their own copies in accordance with UC Policy if necessary. Materials may be provided if specifically required or requested by a UC representative.

### ***ENVIRONMENTAL MARKETING CLAIMS***

All sustainability-related purchasing claims must be supported with UC-recognized certifications and/or

detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the Federal Trade Commission's (FTC) Green Guides for the use of environmental marketing claims (<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguides.pdf>).

## **UC Sustainable Procurement Guidelines**

### *GENERAL CHEMICALS OF CONCERN CRITERIA FOR PRODUCTS AND PACKAGING*

Products and packaging shall be free of hazardous additives, including those mixed into the product and those used as surface treatments, unless no feasible alternative exists, and it is determined that the benefit outweighs the risk. Products and packaging must meet all eleven of the Kaiser Permanente Chemicals of Concern Criteria (<http://supplier.kp.org/formsreqs/KPEPPStandards.pdf>), including, but not limited to:

- a) Cadmium, mercury, lead, hexavalent chromium, polybrominated biphenyls, and polybrominated diphenyl ethers - All homogenous electronic parts are compliant with all European Union Restriction of the Use of Certain Hazardous Substances (EU RoHS) Directive's restricted limits (excluding exemptions).
- b) Polyvinyl chloride (PVC)
- c) Prop 65 Chemicals - Does not contain intentionally added chemicals listed by the State of California to cause cancer, birth defects, or reproductive harm that require warning or are prohibited from release to the environment under the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). If contains Prop 65 chemicals, supplier must disclose Chemical Abstracts Service (CAS) #'s.
- d) Persistent, bioaccumulative and toxic chemicals (PBTs) - All homogeneous materials must contain less than 1000 ppm of PBTs.
- e) Organohalogen-based chemicals (bromine, chlorine, fluorine, and iodine)
- f) Antimicrobial/antibacterial agents - Does not contain intentionally added antimicrobial/antibacterial agents to reduce surface pathogens.

### **FURNITURE SUSTAINABILITY STANDARDS**

These standards are applicable to all new individual (e.g. task chair) and group seating; open-plan and private-office workstations; desks of all types, tables of all types; storage units, credenzas, bookshelves, filing cabinets and other case goods; integrated visual display products (e.g. marker boards and tack boards, excluding electronic display products); hospitality furniture; and miscellaneous items such as mobile carts, freestanding screens, and movable partitions. Movable partitions include office furniture system cubicle panels that are typically integrated with work surfaces, desks, and storage furniture.

These standards do not apply to office accessories, such as desktop blotters, trays, tape dispensers, waste baskets, all electrical items such as lighting and small appliances, and accessories such as aftermarket keyboard trays, monitor stands and monitor arms.

In addition, the following Required Sustainability Criteria apply to the finished product as assembled, unless otherwise specified. For example, compliance with the VOC Emission requirements applies to the finished product as assembled and thus, the applicable third-party certification must be for the finished product as assembled, not the individual components.

The Supplier will be expected to limit product finishes and textiles offerings to those that maintain compliance with these requirements. For example, University end-users should not receive information on surface materials or textiles that would conflict with these requirements or otherwise void a VOC Emission certificate (i.e. some surface materials are not included in a product's VOC certification).

#### **Minimum Required Criteria:**

1. All furniture must meet one of the following requirements (either (a) or (b)1-5):
  - a) Be certified under BIFMA criteria 7.4.4 – Targeted Chemical Elimination – of ANSI/BIFMA e-3 Furniture Sustainability Standard (2019 version).
  - b) Be free of the 5 classes of chemicals of concern described below:
    1. Flame Retardants: All furniture shall be free of flame retardant chemicals at levels above 1,000 parts per million in both standard and optional components, excluding electrical components.

- a. All upholstered seating subject to TB 117-2013 shall be labeled as not containing flame retardant chemicals consistent with the manner described in Section 19094 of the California Business and Professions Code.
  - b. A product may contain flame retardants if required to meet code or regulation (e.g., TB 133 or ASTM E 1537), in accordance with the following criteria:
    - i. No halogenated flame retardant chemical may be used at levels above 1,000 parts per million by weight of the homogeneous material, excluding electrical components.
    - ii. Products that contain flame retardant chemicals that have been fully assessed using GreenScreen v1.2 (or newer) and meet the criteria for benchmark 2, 3, or 4 will be preferred.
2. Formaldehyde and Volatile Organic Compounds (VOCs): All furniture shall comply with ANSI/BIFMA e3-2014 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach.
- a. Test results shall be modeled using the open plan, private office, or seating scenario in ANSI/BIFMA M7.1, as appropriate.
  - b. Furniture products that additionally meet ANSI/BIFMA e3-2014 Section 7.6.3 and/or California Department of Public Health Standard Method v1.1 (emission testing method for California Section 01350) are preferred.
  - c. Products with UL Environment GreenGuard Gold, or Scientific Certification Systems (SCS) Indoor Advantage Gold third party certifications for CA Standard Method v1.1 2010 are automatically compliant.
  - d. Salvaged and refurbished furniture more than one-year old at the time of re-use is considered compliant, provided it meets the requirements for any site-applied paints, coatings, adhesives, and sealants.
  - e. All composite wood materials, including hardwood plywood, particleboard, or medium density fiberboard, used in office, classroom, or healthcare furniture shall comply with Phase 2 of California's Code of Regulations, Title 17 §93120.2 – Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products. Compliance documentation for this requirement may be satisfied by demonstrating applicable components meet the requirement (as opposed to finished product as assembled).
1. Per and Poly-Fluoroalkyl Substances (PFASs) used as stain/water/oil resistant treatments: All furniture shall be free of any long- and/or short-chain per- and poly-fluorinated alkyl compounds and fluorinated polymers used as stain, water, or oil resistant treatments above 100 ppm by weight of the homogenous material.
  2. Antimicrobials: All furniture shall be free of any added or built-in chemical antimicrobials. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited. Antimicrobials may be used in a healthcare setting only if they are registered with the U.S. EPA under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), and are part of a comprehensive infection control plan.
  3. Polyvinyl Chloride (PVC): All furniture shall be free of polyvinyl chloride (PVC) greater than 1% of product by weight, excluding electrical components. Electrical components that are free of PVC are preferred.
  4. All fabrics/textiles utilized on a finished product under this Contract must be cleanable without dry-cleaning chemicals.

**Preferred Criteria:**

Must meet all of the above Minimum Required Criteria, and have at least one of the following additional

certifications or documentation:

- BIFMA Level (preference for Level 2 or 3)
- Cradle to Cradle (C2C) (preference for Silver or Gold)
- Meets the Healthier Hospitals Initiative (HHI) Safer Chemicals Challenge and has published product list on the Healthier Hospitals Healthy Interiors Goal website
- Forest Stewardship Council (for products containing wood)
- Textiles certified by one of the following recognized certifications:
  - GOTS
  - Standard 100 by Oeko-Tex
  - STeP by Oeko-Tex
  - Cradle to Cradle
  - NSF/ANSI 336-2011 (Facts)
- Complete Health Product Declaration (HPD)
- Complete Declare label

### **Documentation Requirements**

Upon request, Supplier will be expected to provide applicable documentation confirming that products meet the University's Sustainability Standards for furniture. As applicable to the individual criteria, documentation will be in the form of third-party certificates, product test results, applicable forms, a formal letter of assurance from the manufacturer stating the product meets individual sustainability criteria, and/or other documentation as needed to meet green building certification documentation requirements (such as for LEED, WELL, Living Building Challenge, etc.). These requests may occur during evaluation of new products to be added to the University standard furniture catalog and/or as part of documentation requests required for LEED or WELL projects.

### **Definitions**

#### **Antimicrobial chemicals:**

Chemicals intended to disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms, or protect inanimate objects, industrial processes or systems, surfaces, water, or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime.

#### **Flame retardant chemicals:**

Any chemical or chemical compound for which a functional use is to resist or inhibit the spread of fire. Flame retardant chemicals include, but are not limited to, halogenated, phosphorous-based, nitrogen-based, and nanoscale flame retardants, flame retardant chemicals listed as "designated chemicals" pursuant to Section 105440 of the Health and Safety Code, and any chemical or chemical compound for which "flame retardant" appears on the substance Safety Data Sheet (SDS) pursuant to Section 1910.1200(g) of Title 29 of the Code of Federal Regulations. "Added flame retardant chemicals" means flame retardant chemicals that are present in any covered product or component thereof at levels above 1,000 ppm.

#### **Per- and poly-fluoroalkyl substances (PFASs) (often referred to as PFCs):**

Category of compounds that includes long- and short-chain per- and poly-fluorinated alkyl compounds, fluorinated sulfonate compounds, and fluorinated polymers. PFASs include any compound that meets any one of the following definitions:

- Perfluoroalkyl substances: Compounds for which all hydrogen atoms on all carbon atoms (except for carbons associated with functional groups) have been replaced by fluorine atoms.
- Polyfluoroalkyl substances: Compounds for which hydrogen atoms on at least one, but not all, carbon atoms have been replaced by fluorine atoms.
- Fluoropolymers: Carbon-only polymer backbone with fluorine atoms directly bound to the polymer backbone.
- Perfluoropolyethers: Carbon and oxygen polymer backbone with fluorine atoms directly bound to carbon atoms.
- Side-chain fluorinated polymers: Variable composition non-fluorinated polymer backbone with fluorinated side chains.

**Volatile Organic Compounds (VOCs):**

VOCs are defined by the California Standard Method for Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers as carbon-containing compounds (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides and carbonates and ammonium carbonate) with vapor pressures at standard conditions approximately ranging between those for n-pentane through n-heptadecane. Formaldehyde and acetaldehyde are considered to be VOCs.

Any Proposer awarded a contract, as a result of this RFP, will be required to provide various reports, as reasonably requested for purpose of special projects and/or price auditing. Those request shall be limited. The following reports are required at particular intervals, and pertain to sales of product and service provided to UC Locations/Campuses or to sustainability efforts.

### **UC System-wide Purchase and Usage Reporting**

A UC System Wide Usage/Purchase Quarterly Reports must be provided each quarter, within fifteen (15) business days from the close of the previous quarter. Proposer agrees to collect the usage/ purchase data from Proposer's Authorized Representatives and verify the data accuracy.

These quarterly Usage Reports are to be submitted to the UC Contract Administrator based on the below schedule.

- January: for the prior Oct-Dec quarter
- April : for the prior Jan-Mar quarter
- July: for the prior Apr -Jun e quarter
- Oct: for the prior July-Sept quarter

### **Sustainability Reporting**

Proposer shall submit quarterly usage reports in a Microsoft Excel compatible format to Contract Manager University of California Office of the President, Commodity Manager, Yvonne.Macon@ucop.edu, or University's Contract Administrator. The usage report shall be submitted each quarter, within fifteen (15) business days from the close of the previous quarter. Proposer agrees to collect the usage/ purchase data from Proposer's Authorized Representatives and verify the data accuracy. It shall contain the following information as separate columns:

- Order number or invoice number (unique identifier) - Required
- Campus Purchase Order Number - Required
- Order date or invoice date - Required
- Customer number - Required
- Campus Contact Name (order contact name) - Required
- Ship To Address - Required
- Product Category (systems furniture, conference, seating, lounge) - Required
- Manufacturer Name - Required
- Manufacturer Product Number\* - Required
- Item Model Name\* - Required
- Item Description - Required
- Unit Price\*\* - Required
- Extended Price (quantity x unit price) - Required
- Total Weight (lbs.) - Optional
- Pre-Consumer Recycled Content per unit (%) - Optional
- Post-Consumer Recycled Content per unit (%) - Optional
- Hard Surface Material (e.g. laminate, veneer, etc.) - Optional
- IAQ Certification Name and Certification Level (e.g. SCS Indoor Advantage Gold) - Required
- Cradle to Cradle Certified and Overall Certification Level (e.g. Bronze, Silver, Gold) - Optional
- ANSI/BIFMA level Certification and Certification Level (e.g. one, two, three) - Required
- Meets Healthier Hospitals Safer Chemicals Challenge (Y/N) - Required
- Textile Brand/Manufacturer Name - Optional
- Textile Name - Optional
- Textile Certification Name and Achievement Level - Optional

\*These fields should reflect functional units. For example, the line item would show the model name, quantity and price for an entire desk or chair as opposed to seeing separate line items per component (leg, surface, castor, seat pan, etc.). In other words, however that item is considered a "unit" for the purposes of IAQ certification, Cradle to Cradle certification, recycled content reporting, etc.

\*\*Installation and delivery charges should not be included in the furniture unit price.



265 S. Main Street | Lisbon NH 03585  
Ph: 603-838-6544 | [www.dcifurn.com](http://www.dcifurn.com)

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April 29, 2021

Dear Evaluation Team:

DCI is pleased to submit the following response to RFP 002343, DORM FURNITURE - UC SYSTEMWIDE. We have carefully reviewed the documents and attachments. DCI acknowledges Exhibits C, D, E, H, and the RFP cover letter(s) have been received and reviewed. We have addressed all requirements while offering many additional value added services. If there is anything we have omitted, we request the opportunity to address and discuss further.

DCI has been honored to hold a systemwide furniture agreement since 2004. During that time we have successfully manufactured and installed large volumes of orders to all of the UC campuses. Through this experience we have gained valuable knowledge, and would like to continue to offer our recommendations for improvement. We are the best supplier to maximum benefit to the UC system and the agreement moving forward with OMNIA Partners.

DCI is committed to continual improvement and developing new designs to evolve with changing needs. At the same time, we recognize the importance of integrating with existing UC inventory. DCI is uniquely qualified to capture both of these critical components of a successful partnership, while helping meet UC's sustainability goals.

We look forward to continuing the partnership and working together to drive improvements.

Sincerely,

C. Amos Kober  
619-228-6620



### 3.1 Company

#### **A. Brief history and description of Supplier to include experience providing similar products and services.**

DCI Inc., founded in 1980, is a fully integrated furniture manufacturing company based in the United States. The company is privately owned by the Kober family. Henry Kober, its founder, is the President and CEO. The U.S. based company has 200 employees across four locations. Annual sales are approximately \$25M. The corporate office and primary manufacturing facility is located in Lisbon, NH. To service customers regionally DCI also operates a factory in Lumberton, NC, and an assembly location in Chula Vista, CA. Additionally, DCI owns a hardwood sawmill in South Royalton, VT, bringing DCI to the forefront as a leading supplier of sustainably made solid wood furniture.

#### **B. Total number and location of salespersons employed by Supplier.**

DCI Sales and Support Team:

Jena Lawson - Lisbon, NH

Amy Saffian - Lisbon, NH

Julee Monahan - Lisbon, NH

Morgan Dix - Longmont, CO

Rebecca Schneider - Wilmington, NC

Amos Kober - San Diego, CA

David Kober - Wilmington, NC

James Shipley - San Diego, CA

Max Ercole - Chula Vista, CA

Russ Westhoff - Lumberton, NH

Maurice Ackerman - Honolulu, HI

#### **C. Number and location of support centers (if applicable) and location of corporate office.**

**Headquarters:** 265 South Main St. Lisbon, NH 03585

Main Office location. Operation includes more than 200,000 square feet production space utilized for kilns, rough mill, finish mill, finishing, assembly, shipping, and warehouse on 35 acres of land. This facility provides components to support regional facilities and DCI's full catalog is available for direct shipment from this location.

#### **DCI South:**

2500 South Roberts Ave Lumberton, NC 28358

South production facility includes 85,000 square feet of production space utilized for milling, finishing, assembly, and warehousing on 17 acres of land. This location also serves as DCI's primary production facility for fully upholstered soft seating. DCI's full catalog is available for direct shipment from this location.

**DCI West:**

3804 MAIN STREET UNIT #2 CHULA VISTA, CA 91911

West assembly facility includes approximately 10,000 square feet used for assembly, consolidation and warehouse. DCI's full catalog is available for direct shipment from this location.

**DCI Sawmill:**

Waterman Rd. South Royalton, VT.

The sawmill processes logs to lumber used in furniture production. The facility is 20,000 square feet located on 30 acres.

**D. Annual sales for the three previous fiscal years. a. Submit FEIN and Dunn & Bradstreet report.**

**FY 10/1/17 to 9/30/18 - \$26,407,969.66**

**FY 10/1/18 to 9/30/19 - \$26,541,900.99**

**FY 10/1/19 to 9/30/20 - \$20,130,599.23**

**Please find DCI's credit report attached.**

**E. Describe any green or environmental initiatives or policies.**

DCI maintains an extensive collection of documents on our website that detail environmental initiatives, policies and commitment to sustainability. Given our vertical integration and "Forest to Floor" manufacturing process, DCI stands apart from all other companies in our industry.

- DCI Sustainability Policy:  
[https://dcifurn.com/wp-content/uploads/2018/09/DCI\\_Environmental\\_Policy-1.pdf](https://dcifurn.com/wp-content/uploads/2018/09/DCI_Environmental_Policy-1.pdf)
- DCI Sustainability Overview:  
[https://dcifurn.com/wp-content/uploads/2018/09/DCI\\_Sustainability\\_Overview.pdf](https://dcifurn.com/wp-content/uploads/2018/09/DCI_Sustainability_Overview.pdf)
- DCI Green Manufacturing Process Ebook:  
<https://dcifurn.com/wp-content/uploads/2018/02/eBook-1-A-Guide-to-Sustainable-Manufacturing.pdf>
- DCI Non Toxic Furniture Ebook:  
<https://dcifurn.com/wp-content/uploads/2018/02/eBook-3-A-Guide-to-Nontoxic-Residence-Hall-Furniture.pdf>
- DCI Product End of Life Program
  - Buyback Program:  
<https://dcifurn.com/wp-content/uploads/2018/09/Buy-Back-Program.pdf>
  - <https://dcifurn.com/furniture-buyback-program/>

- Recycling & Repurposing Program:  
<https://dcifurn.com/how-to-repurpose-furniture/>
- DCI Renewable Energy Program & Awards:
  - <https://dcifurn.com/dci-rural-energy-for-america-program/>
  - <https://dcifurn.com/renewable-biomass-fuel/>
- DCI Zero Waste Program: <https://dcifurn.com/zero-waste-furniture-company/>
- DCI FSC Sustainable Wood Program:

DCI Sustainability PDF:

<https://dcifurn.com/wp-content/uploads/2018/09/Sustainability-DCI.pdf>

<https://dcifurn.com/student-wellness-green-furniture/>

<https://dcifurn.com/category/woodisgood/>

**F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.**

DCI has relationships with Minority, Women Owned, and Disabled Veteran businesses providing a range of services as determined by project. At this time we do not have a program in place, but we are open to pursuing this further wherever there is benefit.

**G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response: a. Minority Women Business Enterprise**

Yes No  X

If yes, list certifying agency: \_\_\_\_\_

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

X Yes No

If yes, list certifying agency: Small Business Association\_\_\_\_\_

c. Historically Underutilized Business (HUB)

Yes No  X

If yes, list certifying agency: \_\_\_\_\_

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No **X**

If yes, list certifying agency: \_\_\_\_\_

e. Other recognized diversity certificate holder

Yes No **X**

If yes, list certifying agency: \_\_\_\_\_

**H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.**

DCI has relationships with Minority, Women Owned, Substance Misuse Recovery, and Dissabled Veteran businesses that can provide installation services.

**I. Describe how supplier differentiates itself from its competitors.**

- Purchasing standing timber logging rights to maintain best control of raw material costs.
- Vertical Integration for maximum efficiency, and supply chain control.
- Design driven solutions to meet evolving market demands.
- 45 Years experience in business.
- Industry leading sustainability credentials, backed by 3rd party certifications.
- Service driven business model.
- Customized products to address customer specific requirements and provide creative solutions to their unique challenges.
- The most robust SOLID WOOD product offering, supported by marketing that focuses on promoting wood as THE BEST material for student housing furniture.

**J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.**

There are no public lawsuits, legal actions or governmental investigations against DCI, Inc.

**K. Felony Conviction Notice: Indicate if the supplier a. is a publicly held corporation and this reporting requirement is not applicable;**

**b. is not owned or operated by anyone who has been convicted of a felony; or**

**c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**

DCI is not owned or operated by anyone who has been convicted of a felony.

**L. Describe any debarment or suspension actions taken against supplier.**

There has been no loss of licensing or certifications, debarment, or suspension actions taken against the supplier.

**3.2 Distribution, Logistics**

**A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.**

In more than 45 years experience manufacturing furniture for colleges and universities, DCI has produced thousands of products with variations in design, style, and specifications. Through the years the company has addressed the market with customer focused solutions to meet the evolving needs of today's residents, staff and management.

Our response includes a complete offering of bedroom furniture for apartments, residence halls, and living room furniture for public spaces and lounges. Years of experience have allowed us to incorporate time-tested specifications to guarantee long-term durability and maintain maximum flexibility with updated designs and leasing options.

We are including our commercial catalog and price list, and allowing access to all items on our GSA contract. These products have been performance tested, competitively bid and manufactured with the highest quality standards in the industry.

**B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.**

DCI's factories in New Hampshire, North Carolina and California are strategically located to service customers nationwide. We also have partnered with warehouse distribution centers in the Midwest, Southwest and Northwest. These locations enable shipment by rail which provides environmental and service advantages. DCI's logistics team has more than 50 years of combined experience.

**C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.**

DCI is unique in that the majority of the company's sales are through direct sales channels, not independent reps or dealers. This direct sales approach offers effective and efficient

communication ensuring compliance with the Master Agreement pricing. Participating Agencies will have access to DCI's complete UCOP/OMNIA Partners price list and catalog (submitted in draft format).

**D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**

There will be no other companies involved in processing, handling, or shipping DCI's products/services to the end user.

**E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.**

See 3.1 "C"

**3.3 Marketing and Sales**

**A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:**

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.**

**B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**

- i. Creation and distribution of a co-branded press release to trade publications**
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days**
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days**
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**

**v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.**

**vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**

**vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**

**viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:**

- OMNIA Partners standard logo;**
- Copy of original Request for Proposal;**
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;**
- Summary of Products and pricing;**
- Marketing Materials**
- Electronic link to OMNIA Partners' website including the online registration page;**
- A dedicated toll-free number and email address for OMNIA Partners**

DCI agrees to work with OMNIA in all areas to make the program a success, and upon award will fully collaborate to develop and exercise these strategies.

**C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.**

DCI holds other cooperative agreements and will position OMNIA as our go to market strategy.

**D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.**

DCI agrees to provide its logo to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communication and promotions. DCI acknowledges the use of OMNIA Partners logo will require permission for reproduction.

**E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:**

**i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**

**ii. Best government pricing**

**iii. No cost to participate**

**iv. Non-exclusive**

DCI confirms it will be proactive in direct sales of goods and services to Public Agencies nationwide and timely follow up to leads established by OMNIA Partners. DCI is not able to discount below GSA pricing, but will make the full GSA catalog available for members.

**F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

**i. Key features of Master Agreement**

**ii. Working knowledge of the solicitation process**

**iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**

**iv. Knowledge of benefits of the use of cooperative contracts**

DCI confirms it will train its national sales force on the Master Agreement to include key features, working knowledge of the solicitation process, awareness of the range of Public Agencies that can utilize the Master Agreement, and knowledge of benefits of the use of this cooperative

**G. Provide the name, title, email and phone number for the person(s), who will be responsible for:**

1. Executive Support- Amos Kober // [akober@dcifurn.com](mailto:akober@dcifurn.com)
2. Marketing – Morgan Dix // [mdix@dcifurn.com](mailto:mdix@dcifurn.com)
3. Sales - James Shipley // [jshipley@dcifurn.com](mailto:jshipley@dcifurn.com)
4. Sales Support – Rebecca Schneider // [rschneider@dcifurn.com](mailto:rschneider@dcifurn.com)
5. Financial Reporting – Amy Saffian // [asaffian@dcifurn.com](mailto:asaffian@dcifurn.com)
6. Accounts Payable – JoAnna McGee // [acctspayable@dcifurn.com](mailto:acctspayable@dcifurn.com)
7. Accounts Receivable - Wendy Slicer // [ardci@dcifurn.com](mailto:ardci@dcifurn.com)
8. Contracts - Amy Saffian // [asaffian@dcifurn.com](mailto:asaffian@dcifurn.com)



**H. Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

Amos Kober and David Kober are Principal Owners of DCI, and together oversee national sales by working closely with the sales team. The country is divided by region, and accounts are covered by direct company employees.

**I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

Amos Kober will be the dedicated Program Manager for OMNIA Partners. He is committed to company growth, and has highly developed sales and marketing strategies. He will work hand in hand with the DCI and OMNIA team to achieve goals and overall success of the program.

**I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.**

DCI will launch and continually track a multi-faceted marketing program to promote the contract.

**J. State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

<b>BKM/UCSD</b>	<b>1,831,081.15</b>	<b>Dalton Ramsey</b>
<b>UCLA</b>	<b>1,598,957.78</b>	<b>Shirley Wong- RETIRED</b>
<b>A. Pomerantz (Upenn)</b>	<b>1,223,382.00</b>	<b>Lauren Maddox</b>
<b>Penn State University</b>	<b>966,070.03</b>	<b>Rebecca Fike</b>
<b>Maryland Correctional Enterprises</b>	<b>873,728.68</b>	<b>Todd Deak</b>
<b>Cal Poly San Luis Obispo</b>	<b>843,067.79</b>	<b>Josh K. Ciraulo</b>

**K. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.**

DCI has very high, scalable manufacturing capacity (one of the highest for companies servicing this segment of the market). DCI has highly developed systems and personnel to support growth and market demands.

**L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).**

**\$ \_\_\_\_\_ .00 in year one**

**\$ \_\_\_\_\_ .00 in year two**

**\$ \_\_\_\_\_ .00 in year three**

**To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.**

**M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.**

**i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).**

**ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.**

**iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).**

**iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**

**Detail Supplier’s strategies under these options when responding to a solicitation.**

DCI’s strategy is to focus on the front end of the sales cycle. DCI will approach the Master Agreement as a vehicle to market products and services to key accounts and leads, with primary effort on converting the customer before a public solicitation is issued.

Where this cannot be accomplished, DCI will respond to solicitations in the most competitive way possible, with an effort towards winning the award. This will allow DCI to grow its customer base to mutually benefit Omnia Partners and DCI. DCI's customer base has grown for more than 40 years by providing the very best products and exceptional service.

DCI does not engage in solicitations for the purpose of a one-time award. The company's continual goal is to add extreme value to public and private institutions as a way to build long term customers and partnerships.

California has always been a leader in nationwide trends, and the UC System is at the forefront by creating a Student Housing furniture program built around the virtues of solid wood. Despite measurable advantages of wood, the overwhelming majority of furniture at institutions nationwide is made from plastic laminate, and other materials with a huge environmental footprint.

Within the past year, DCI has been tracking a noticeable increase in visitors to our website seeking information about solid wood furniture. We firmly believe a much needed shift in the marketplace is taking place, and we are excited about the opportunity to help fulfil this growing demand through the Master Agreement and partnership with OMNIA. We look forward to building on the many years of time tested success in California.



(US) DCI INC.

US44882442


Risk Score	International Score	DBT	Credit Limit	Derogatory Legal	Possible OFAC	Payment Trend	Inquiries Trend
50	C	12	\$475K	3 (\$214.9K)	No		

<b>Risk Score</b>	The Creditsafe Risk Score works on a scale of 1-100 and predicts the likelihood that a business’s payment performance will become seriously delinquent, defined as 90-plus days beyond terms within the next 12 months or that the business will go bankrupt.
<b>Days Beyond Terms</b>	Days Beyond Terms (DBT) is the dollar weighted average number of days beyond the invoice due date that this company pays its non-financial accounts.
<b>Credit Limit</b>	The Creditsafe recommended credit limit is calculated using information from a company's payment record and from the payment records of similar companies. The company credit limit is our recommendation of the total maximum amount of credit that should be outstanding at any one time.
<b>Derogatory Legal</b>	The number and value of tax liens and judgements filed in the last 6 years and 9 months plus bankruptcies filed in the last 9 years and 9 months, the total dollar value is shown in the brackets.
<b>Possible OFAC</b>	Indicates whether the company is possibly on a list of sanctioned businesses the US government prohibits US businesses from trading with under the Patriot Act.
<b>Payment Trend</b>	Indicates whether the company’s payment performance as measured by DBT trend is getting better or worse.
<b>Inquiries Trend</b>	Indicates whether the number of people viewing this company’s credit report is increasing or decreasing.

Score	Score Description	US Risk Score
<span style="color: green;">●</span> <b>A</b>	Very Low Risk	71 - 100
<span style="color: lightgreen;">●</span> <b>B</b>	Low Risk	51 - 70
<span style="color: yellow;">●</span> <b>C</b>	Moderate Risk	30 - 50
<span style="color: orange;">●</span> <b>D</b>	High Risk	21 - 29
<span style="color: red;">●</span> <b>D</b>	Very High Risk	1 - 20
<span style="color: orange;">●</span> <span style="color: red;">●</span> <b>E</b>	No Score / Recent Bankruptcy	This includes bankruptcies, insufficient information, negative press, and other special cases.

Score	Score Description
<b>Insufficient Information</b>	Applies to companies that have less than 2 of the following fields populated (Employee Range, Annual Sales Amount, Years in Business, SIC) and no DBT
<b>Recent Bankruptcy on File</b>	Applies to companies that have a bankruptcy with a filing date in the last 24 months
<b>Bankruptcy on File</b>	Applies to companies that have a bankruptcy with a filing date older than 24 months and company activity status is Inactive
<b>Ultimate Holding Company is Bankrupt</b>	Companies Ultimate holding Company is bankrupt
<b>Out of Business</b>	Companies confirmed as being closed
<b>Negative Press</b>	Companies showing signs of deterioration based on press releases and/or other available information
<b>Unable to Confirm Existence</b>	Companies who are not registered with the Secretary of State and/or we are unable to confirm existence via other available information sources
<b>Company SBA loan in Charged-Off status</b>	This company's SBA loan has been reported as being in Charged Off Status. Because of this, the rating and limit on this company has been suspended.
<b>Suspended Rating</b>	Company requires further investigation due to a number of anomalies that have raised concerns.
<b>Reported victim of fraudulent activity</b>	This company has reported being a victim of identity theft and / or fraud

**Not Rated Score Definitions**

 There is Financial Payment Data and Enhanced Scores available on this report. To be contacted with more information [click here](#).

## Summary

### Key Information

Company Name	DCI INC.
Other Legal Name	DCI, INC.
Charter Number	8043
Establishment Date	09/29/1973
Company Type	Incorporated
SIC Description	Furniture and Fixtures, Nec

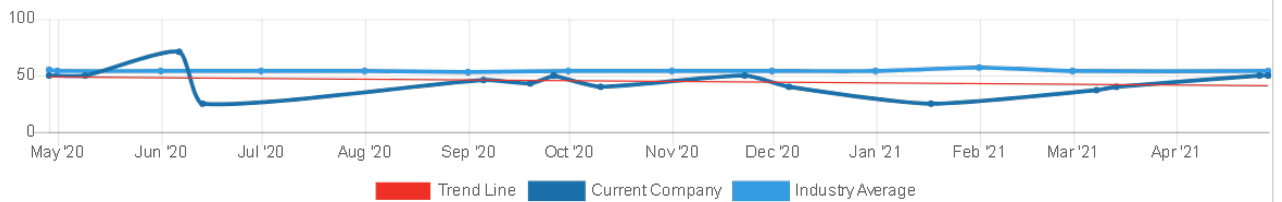
### Contact Information

Address	265 S MAIN ST, LISBON, NH 03585 <a href="#">view on map</a>
Location Type	Headquarters
Website	<a href="http://dcifurn.com">dcifurn.com</a>
Phone Number	(800) 552-8286
Corporate Primary Address	265 S MAIN ST, LISBON, NH, 03585

### Score History

Current Score

50



### Collections Summary

Total Number of Collections 3

Total Value of Collections \$30,170.95

### Trade Payment Dashboard

Days Beyond Terms	Total Trade Lines	Active Trade Lines	Total Balance	Last Updated	Recent High Credit	Average Credit Amount
12	53	53	\$87.3K	04/21/2021	\$95.5K	\$1.6K
% Past Due	Past Due	Severely Past Due	Highest \$ Past Due	Highest \$ Severely Past Due	Industry Performance	Credit Ratio
60%	\$52.1K	\$9.1K	\$45.6K	\$42.2K		

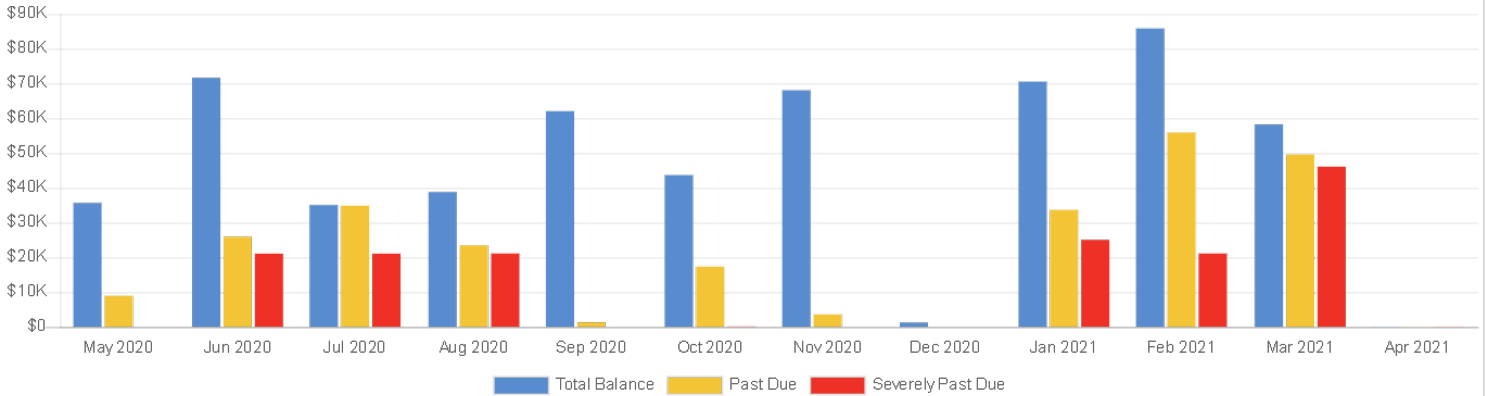
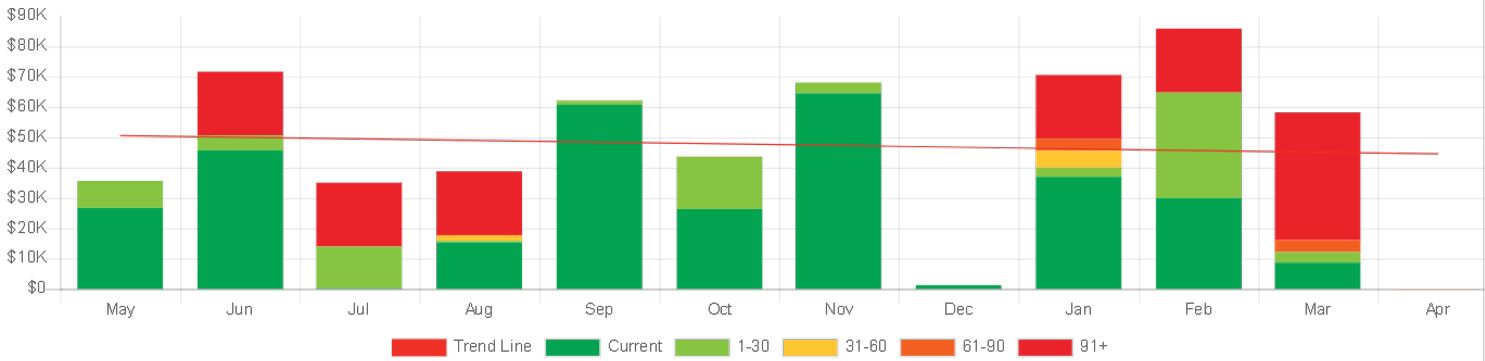
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### Trade Payment Information

Total Trade Lines <b>53</b>	Current	1 - 30	31 - 60	61 - 90	91 +	Total
	\$35,286	\$34,655	\$8,336	\$5,607	\$3,455	\$87,339
	40.40%	39.68%	9.54%	6.42%	3.96%	100.00%

### Historical Trade Information

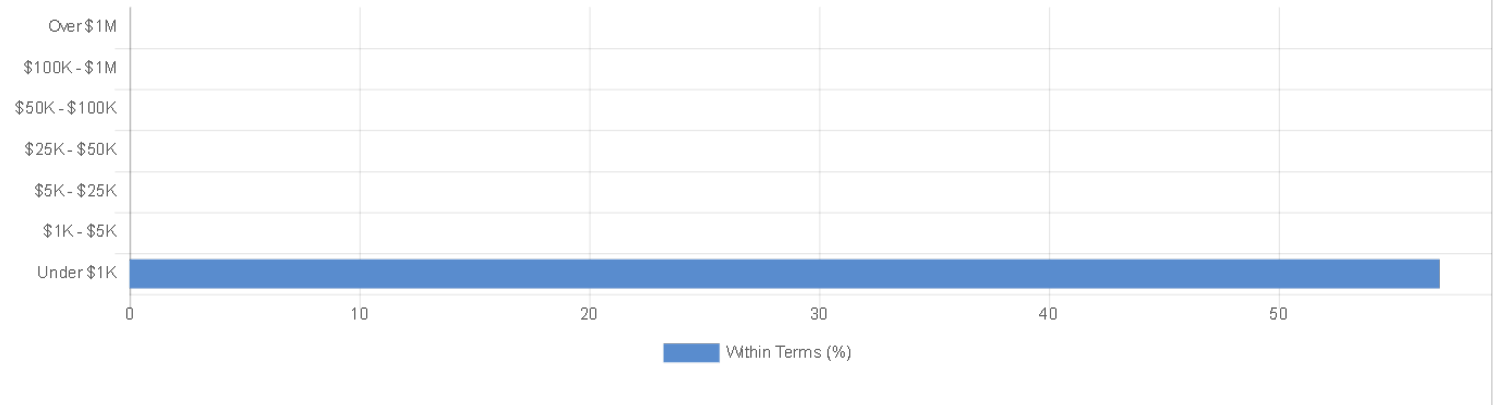


	Current	1-30	31-60	61-90	91+	Total
April 2021	\$0	\$0	\$0	\$39	\$0	\$39
March 2021	\$8,631	\$3,488	\$0	\$3,958	\$42,115	\$58,192
February 2021	\$29,950	\$34,796	\$0	\$39	\$21,058	\$85,843
January 2021	\$36,932	\$3,074	\$5,528	\$3,958	\$21,058	\$70,550
December 2020	\$1,224	\$0	\$0	\$0	\$0	\$1,224
November 2020	\$64,504	\$3,549	\$0	\$0	\$0	\$68,053
October 2020	\$26,336	\$17,199	\$9	\$98	\$0	\$43,642

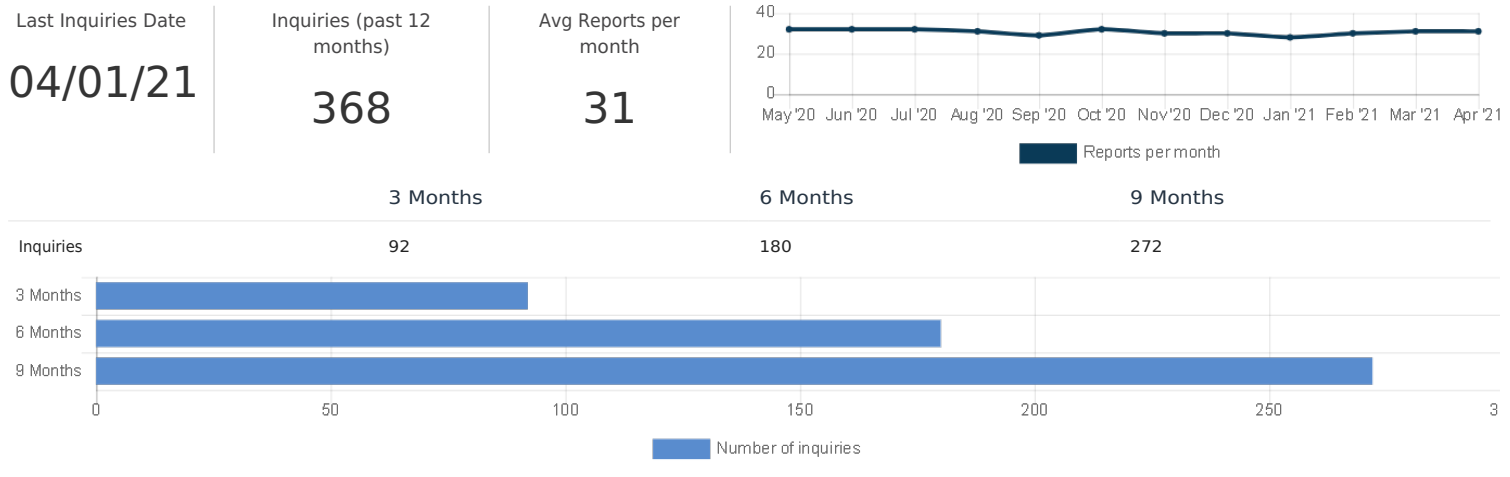
September 2020	\$60,743	\$1,299	\$0	\$0	\$0	\$62,042
August 2020	\$15,339	\$489	\$1,839	\$38	\$21,058	\$38,763
July 2020	\$180	\$13,746	\$38	\$0	\$21,058	\$35,022
June 2020	\$45,735	\$4,842	\$0	\$0	\$21,058	\$71,635
May 2020	\$26,715	\$8,917	\$0	\$0	\$0	\$35,632

### Trade Payments By Credit Extended

Credit Extended	Trade Lines	Total Amount	Past Due	Within Terms
Over \$1M	0	\$0	\$0	0%
\$100K - \$1M	0	\$0	\$0	0%
\$50K - \$100K	0	\$0	\$0	0%
\$25K - \$50K	1	\$32.4K	\$32.4K	0%
\$5K - \$25K	1	\$9.7K	\$9.7K	0%
\$1K - \$5K	0	\$0	\$0	0%
Under \$1K	5	\$1.7K	\$744	57%



### Inquiries Trend



## Score/Limit

### Risk Score

Today's Score

50

Score Description	Score
Very Low Risk	71 - 100
Low Risk	51 - 70
Moderate Risk	30 - 50
High Risk	21 - 29
Very High Risk	1 - 20
No Score / Recent Bankruptcy	This includes bankruptcies, insufficient information, negative press, and other special cases.

#### Definition

The Creditsafe Score works on a scale of 1-100 and predicts the likelihood that a business's payment performance will become seriously delinquent, defined as 90-plus days beyond terms within the next 12 months or that the business will go bankrupt.

### Credit Limit

Today's Limit

\$475K

#### Definition

The Creditsafe recommended credit limit is calculated using information from a company's payment record and from the payment records of similar companies. The company credit limit is our recommendation of the total maximum amount of credit that should be outstanding at any one time.

### International Score

Creditsafe International Score

C

International Score Description

Moderate Risk

International Score Definition

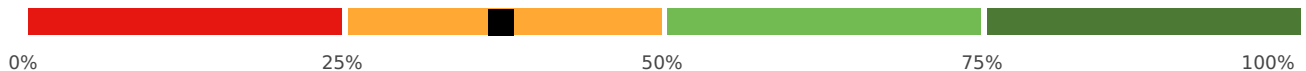
The Creditsafe International Score is a standardized score derived from the Creditsafe score. It enables credit risk comparison between companies that are registered in different countries.

International Score	International Score Description	US Score Description	US Risk Score
A	Very Low Risk	Very Low Risk	71 - 100
B	Low Risk	Low Risk	51 - 70
C	Moderate Risk	Moderate Risk	30 - 50
D	High Risk	High Risk	21 - 29
D	High Risk	Very High Risk	1 - 20
E	Not Rated	No Score / Recent Bankruptcy	This includes bankruptcies, insufficient information, negative press, and other special cases.

### Risk Percentiles

#### US Percentile

This company is in the 38th percentile of companies in the United States. This means that their Score is better than 38% of all other rated US companies in the Creditsafe universe.

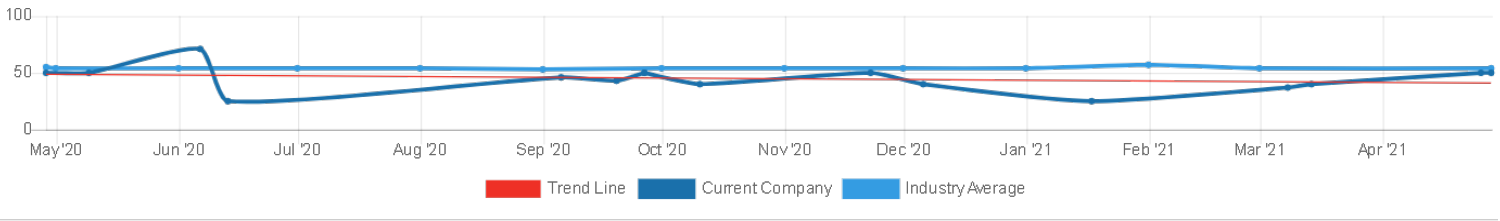


### Commentaries

- The company has been in business for 48 years.
- + The DBT Trend has improved over the last four months.
- + The company has 3 legal filings registered against it with a total value of \$214,919.
- The company has UCC filings.
- The company is not part of a group.
- + The local score for this company has increased from 40 to 50.
- + The credit limit for this company has increased from \$315,000 to \$475,000.



### Score History



## Payment Data

### Payment Data

#### Trade Payment Dashboard

Days Beyond Terms	Total Trade Lines	Active Trade Lines	Total Balance	Last Updated	Recent High Credit	Average Credit Amount
12	53	53	\$87.3K	04/21/2021	\$95.5K	\$1.6K
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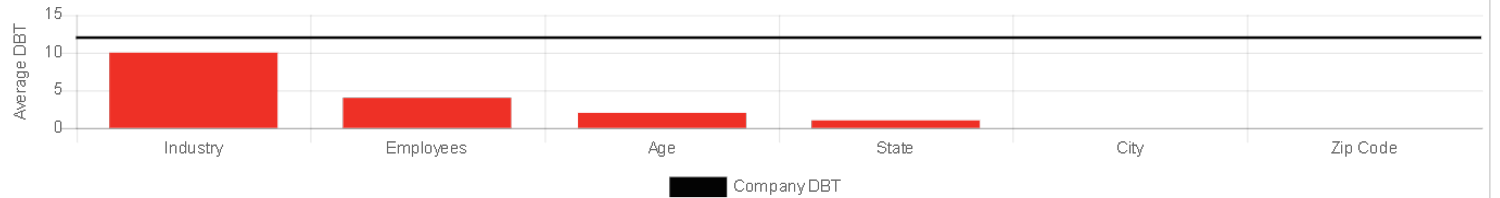
#### Trade Payment Information

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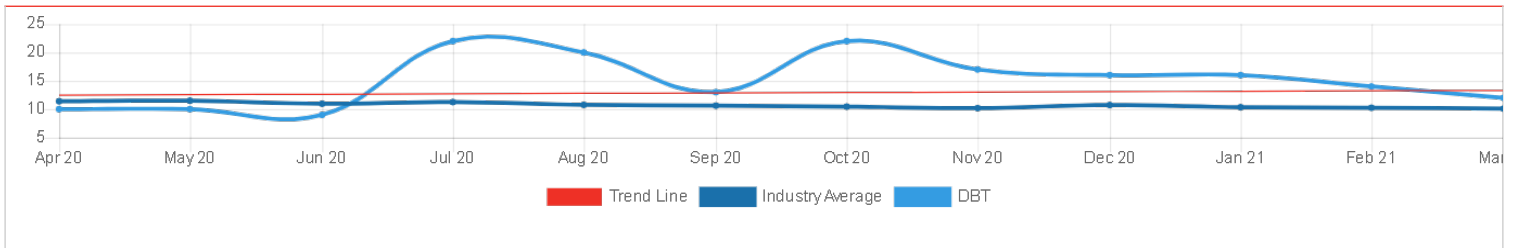
#### Collections Summary

Total Number of Collections 3      Total Value of Collections \$30,170.95

#### DBT Peer Analysis



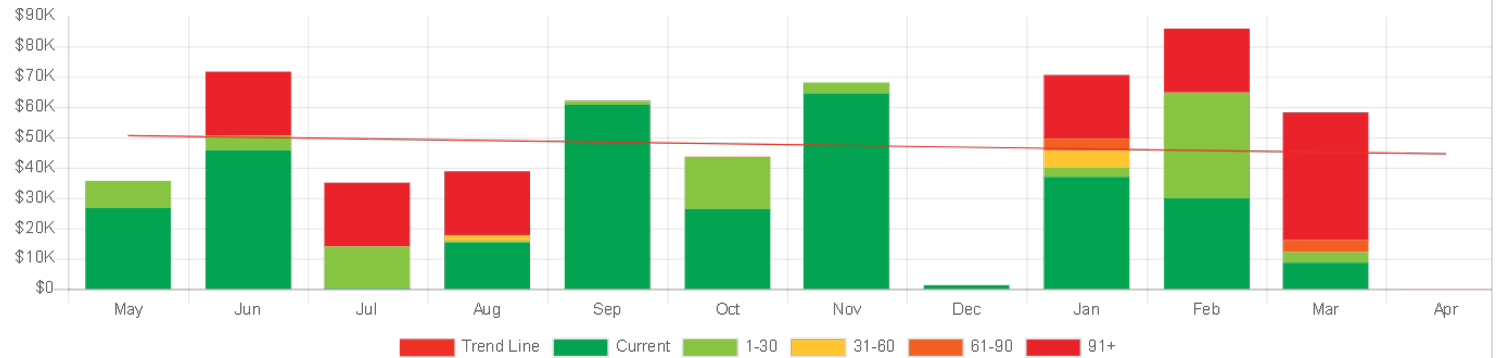
#### Historic Trade Information - Monthly DBT Trends

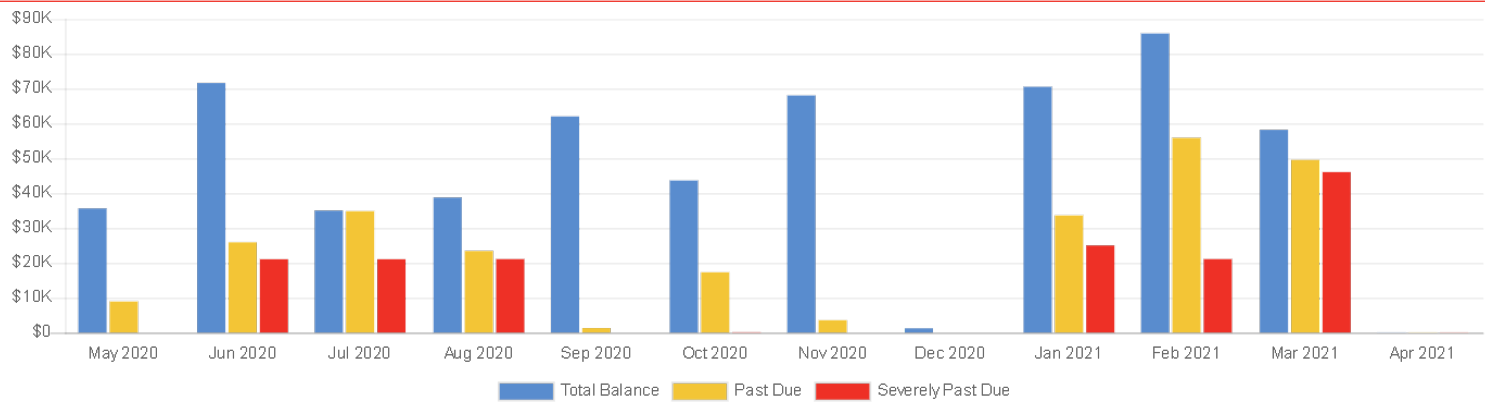


### Industry Breakdown

	Trade Lines	Current	1-30	31-60	61-90	91+	Total
Manufacturing	4	\$0	\$0	\$0	\$0	\$3,455	\$3,455
Transportation & Storage	4	\$0	\$0	\$0	\$0	\$0	\$0
Information & Communication	6	\$2,105	\$0	\$0	\$0	\$0	\$2,105
Wholesale Trade	5	\$23,893	\$30,136	\$0	\$0	\$0	\$54,029
Retail Trade	2	\$0	\$0	\$0	\$0	\$0	\$0
Financial & Insurance Activities	5	\$440	\$0	\$0	\$0	\$0	\$440
Real Estate Activities	1	\$4,398	\$4,519	\$0	\$0	\$0	\$8,917
Administrative & Support Service Activities	6	\$0	\$0	\$0	\$1,649	\$0	\$1,649
Professional, Scientific & Technical Activities	12	\$4,450	\$0	\$0	\$3,958	\$0	\$8,408
Non-Classifiable Establishments	8	\$0	\$0	\$8,336	\$0	\$0	\$8,336

### Historical Trade Information

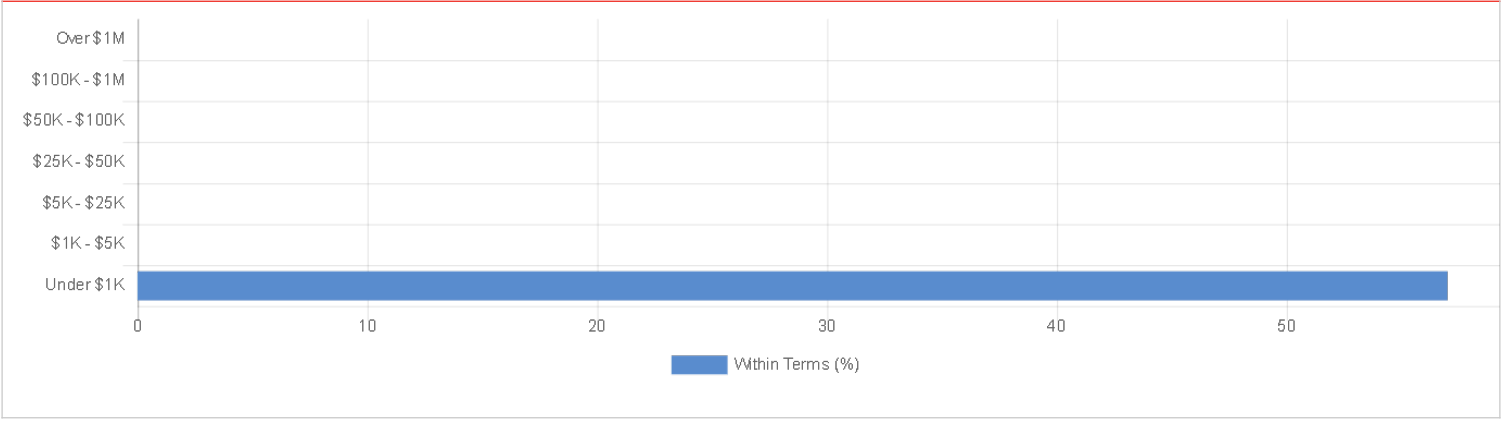




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December 2020	\$1,224	\$0	\$0	\$0	\$0	\$1,224
November 2020	\$64,504	\$3,549	\$0	\$0	\$0	\$68,053
October 2020	\$26,336	\$17,199	\$9	\$98	\$0	\$43,642
September 2020	\$60,743	\$1,299	\$0	\$0	\$0	\$62,042
August 2020	\$15,339	\$489	\$1,839	\$38	\$21,058	\$38,763
July 2020	\$180	\$13,746	\$38	\$0	\$21,058	\$35,022
June 2020	\$45,735	\$4,842	\$0	\$0	\$21,058	\$71,635
May 2020	\$26,715	\$8,917	\$0	\$0	\$0	\$35,632

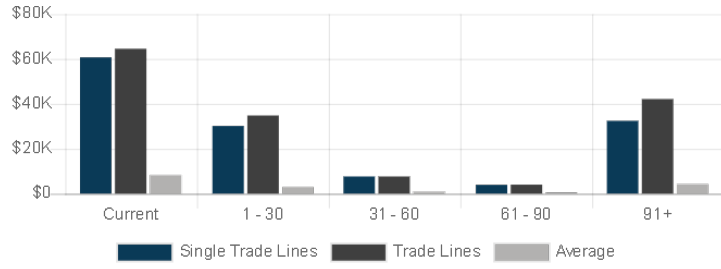
### Trade Payments By Credit Extended

Credit Extended	Trade Lines	Total Amount	Past Due	Within Terms
Over \$1M	0	\$0	\$0	0%
\$100K - \$1M	0	\$0	\$0	0%
\$50K - \$100K	0	\$0	\$0	0%
\$25K - \$50K	1	\$32.4K	\$32.4K	0%
\$5K - \$25K	1	\$9.7K	\$9.7K	0%
\$1K - \$5K	0	\$0	\$0	0%
Under \$1K	5	\$1.7K	\$744	57%



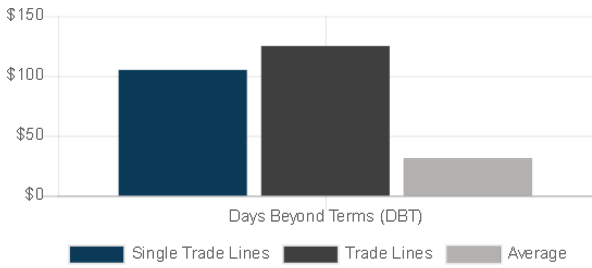
### High Credit Balances

Currency view



	Current	1 - 30	31 - 60	61 - 90	91+
Single Trade Lines	\$60.7K	\$30.1K	\$7.6K	\$3.9K	\$32.4K
Trade Lines	\$64.5K	\$34.8K	\$7.6K	\$4K	\$42.1K
Average	\$8.2K	\$2.9K	\$839	\$564	\$4.2K

DBT view



	Days Beyond Terms (DBT)
Single Trade Lines	105
Trade Lines	125
Average	31

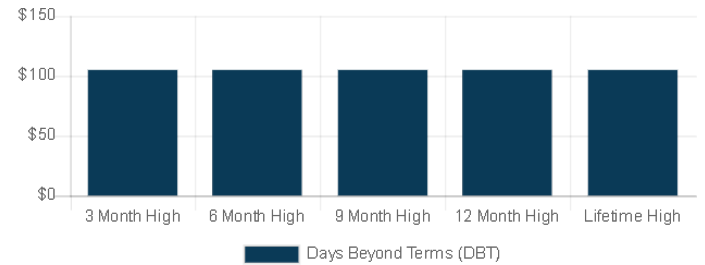
### Lifetime Credit Balances

Currency view



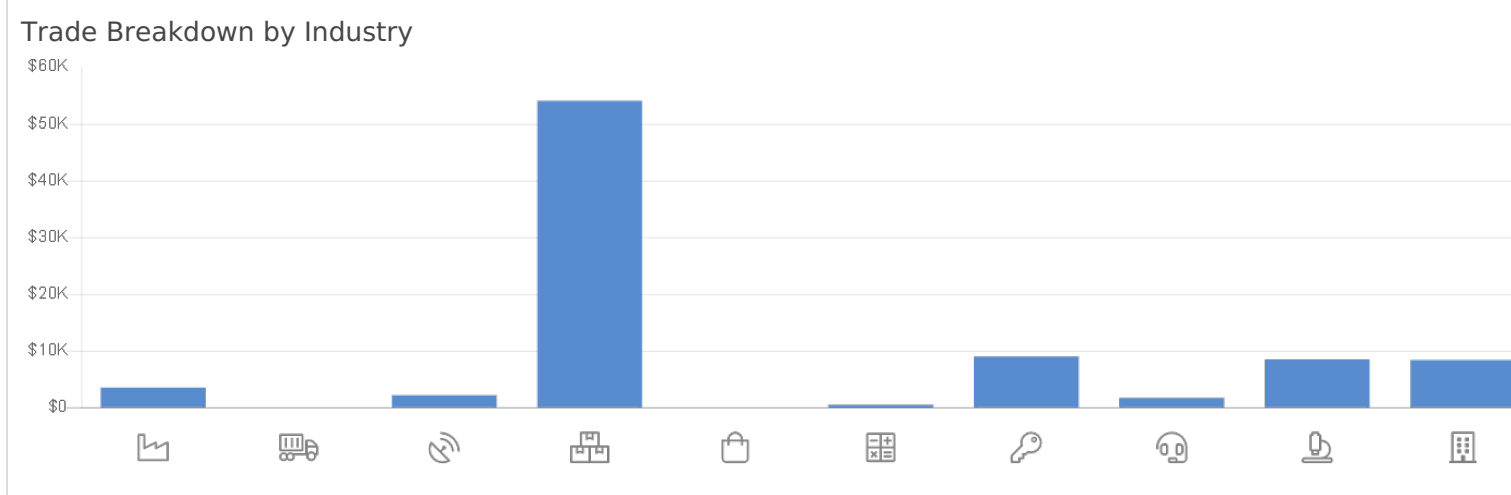
	3 Month High	6 Month High	9 Month High	12 Month High	Lifetime High
Single Trade Lines	\$32.4K	\$60.7K	\$60.7K	\$60.7K	\$74.4K
Trade Lines	\$57.4K	\$70.6K	\$70.6K	\$71.6K	\$115.9K
Average	\$5K	\$7.6K	\$7.6K	\$7.6K	\$8.9K

DBT view



	3 Month High	6 Month High	9 Month High	12 Month High	Lifetime High
Days Beyond Terms (DBT)	105	105	105	105	105

### Past Due Balances



## Legal Filings

### Summary

Active Legal Filings Summary

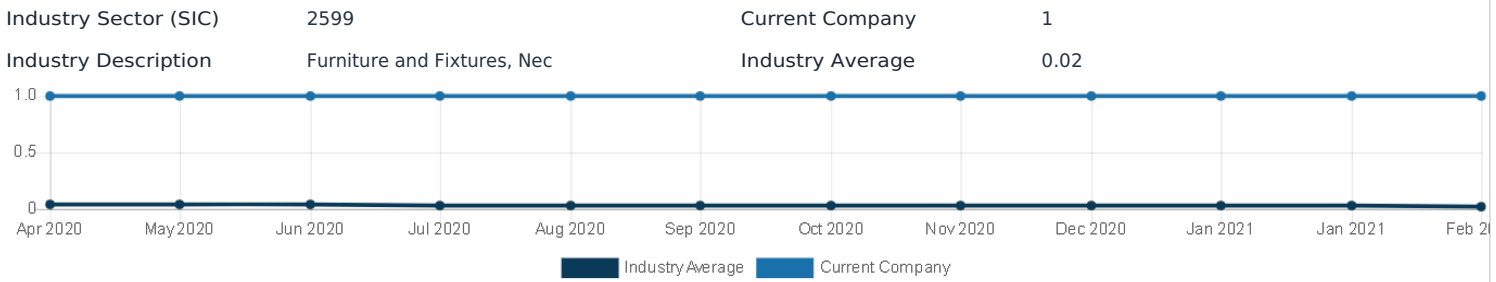
	Bankruptcy	Judgements	Suits	Tax Lien Filings	Sum	Cautionary UCC Filings	UCC Filings
This Company	No	1	0	2	\$214,919	0	14

### Most Recent Filings

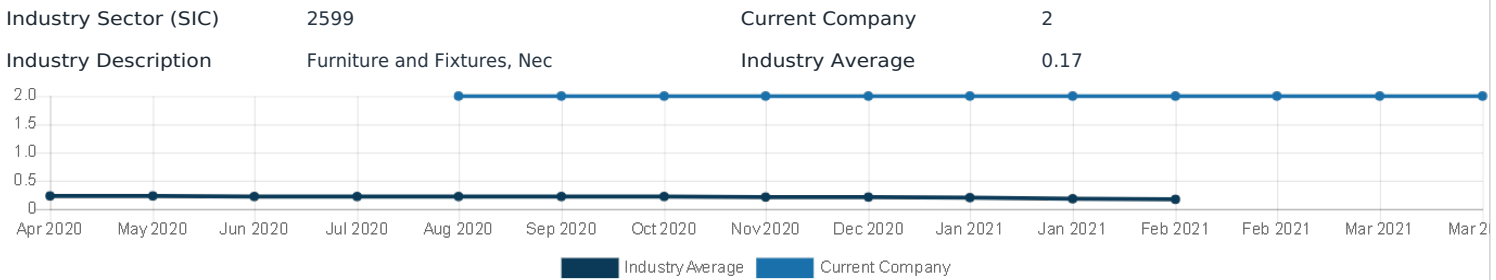
Legal Filing	Date Filed	Filing Type	Case/Filing Number	Status	Released Date
UCC	01/27/2021	-	2101270001312	Active	-
UCC	11/20/2019	-	1911210000956	Active	-
Judgment	02/18/2019	CIVIL JUDGMENT	18CV000165	Active	-
Cautionary UCC	01/29/2019	-	1901290001070	Active	-
UCC	12/28/2017	-	1712290001072	Active	-

### Industry Comparison

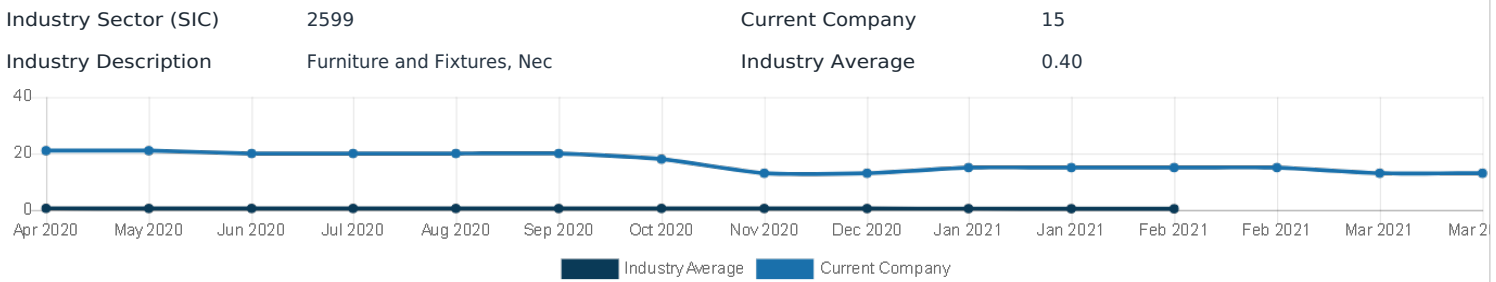
#### Judgements



#### Tax Liens



#### UCC



### Suits & Judgements

Summary

	Total	Active	Released		Total	Active	Released
Number Of Suits	1	1	0	Number Of Judgements	1	1	0

### Active Suits

Date Filed	Filing Type	Case Number	Amount	Plaintiff
12/28/2018	CIVIL NEW FILING	18CV000165	\$0	US CEDAR LLC
Court Information				
Name	IOWA COUNTY CIRCUIT COURT		Action Type	Civil New Filing
Address	222 N. IOWA ST.		City, State	DODGEVILLE, WI
ZIP	53533		Phone	6089350395

### Active Judgements

Date Filed	Filing Type	Case Number	Amount	Plaintiff
02/18/2019	CIVIL JUDGMENT	18CV000165	\$75,765	US CEDAR LLC
Court Information				
Name	IOWA COUNTY CIRCUIT COURT		Action Type	Civil Judgment
Address	222 N. IOWA ST.		City, State	DODGEVILLE, WI
ZIP	53533		Phone	6089350395

## Liens

### Summary

	Total	Active	Released
Number of Tax Liens	4	2	2

### Active Tax Liens

Date Filed	Filing Type	Filing Number	Amount	Jurisdiction	Action Type
02/10/2017	STATE TAX LIEN	8286481	\$62,716	GRAFTON COUNTY REGISTER OF DEEDS	State Tax Lien
12/28/2015	STATE TAX LIEN	8211666	\$76,438	GRAFTON COUNTY REGISTER OF DEEDS	State Tax Lien

### Released Tax Liens

Date Filed	Released Date	Filing Type	Filing Number	Amount	Jurisdiction	Action Type
02/10/2017	05/31/2018	STATE TAX LIEN RELEASE	8376645	\$62,716	GRAFTON COUNTY REGISTER OF DEEDS	State Tax Lien
12/16/2015	05/31/2018	STATE TAX LIEN RELEASE	8376646	\$76,438	GRAFTON COUNTY REGISTER OF DEEDS	State Tax Lien

## UCCs

## Summary

Total	Cautionary UCCs	UCCs
14	1	13

## Cautionary Uniform Commercial Code (UCC) Filings

Date Filed	Expiration Date	Filing Number	Jurisdiction	Collateral	Status
01/29/2019	-	1901290001070	SEC OF STATE NH	UNDEFINED,AFTER ACQUIRED PROP,EQUIP,FURN & FIX,INVENTORY	FILED
Related Document Number		Filing Type		Filing Office	
1901290001070		FILED		SEC OF STATE NH 107 N MAIN ST CONCORD NH 03301	
Debtor Information			Secured Party Information		
Name	DCI INC		Name	SERVICE CREDIT UNION	
Street	265 SOUTH MAIN STREET		Street	3003 LAFAYETTE ROAD	
City, State	LISBON, NH		City, State	PORTSMOUTH, NH	
ZIP	03585		ZIP	03801	

## Uniform Commercial Code (UCC) Filings

Date Filed	Expiration Date	Filing Number	Jurisdiction	Collateral	Status
01/27/2021	-	2101270001312	SEC OF STATE NH	UNDEFINED,EQUIP,AFTER ACQUIRED PROP	FILED
Related Document Number		Filing Type		Filing Office	
2101270001312		FILED		SEC OF STATE NH 107 N MAIN ST CONCORD NH 03301	
Debtor Information			Secured Party Information		
Name	DCI INC		Name	MASCOMA BANK	
Street	265 SOUTH MAIN ST		Street	PO BOX 4399	
City, State	LISBON, NH		City, State	WHITE RIVER JUNCTION, VT	
ZIP	03585		ZIP	05001	
11/20/2019	-	1911210000956	SEC OF STATE NH	UNDEFINED	FILED
Related Document Number		Filing Type		Filing Office	
1911210000956		FILED		SEC OF STATE NH 107 N MAIN ST CONCORD NH 03301	
Debtor Information			Secured Party Information		
Name	DCI INC		Name	BANK OF THE WEST	
Street	265 S MAIN STREET		Street	1625 W FOUNTAINHEAD PKWY 10TH FLOOR	
City, State	LISBON, NH		City, State	TEMPE, AZ	
ZIP	03585		ZIP	85282	
12/28/2017	-	1712290001072	SEC OF STATE NH	UNDEFINED, EQUIP, AFTER ACQUIRED PROP	FILED



Related Document Number	Filing Type	Filing Office	
1712290001072	FILED	SEC OF STATE NH 107 N MAIN ST CONCORD NH 03301	
Debtor Information		Secured Party Information	
Name	DCI INC	Name	FINANCIAL PACIFIC LEASING INC
Street	265 S MAIN ST	Street	PO BOX 4568
City, State	LISBON, NH	City, State	FEDERAL WAY, WA
ZIP	03585	ZIP	98001
07/19/2017	-	1707200000727	NH SECRETARY OF STATE - CONTINUED
Related Document Number	Filing Type	Filing Office	
20070027381A	CONTINUED	-	
Debtor Information		Secured Party Information	
Name	DCI INC	Name	HYG FINANCIAL SERVICES INC
Street	265 SOUTH MAIN ST	Street	265 SOUTH MAIN ST
City, State	LISBON, NH	City, State	BILLINGS, MT
ZIP	03585-6217	ZIP	59107
07/19/2017	-	1707200000727	NH SECRETARY OF STATE - CONTINUED
Related Document Number	Filing Type	Filing Office	
20070027381A	CONTINUED	-	
Debtor Information		Secured Party Information	
Name	DCI INC	Name	NMHG FINANCIAL SERVICES INC
Street	265 SOUTH MAIN ST	Street	265 SOUTH MAIN ST
City, State	LISBON, NH	City, State	-, -
ZIP	03585-6217	ZIP	-
07/07/2017	-	1707100001577	NH SECRETARY OF STATE - AMENDED
Related Document Number	Filing Type	Filing Office	
20070027381A	AMENDED	-	
Debtor Information		Secured Party Information	
Name	DCI INC	Name	HYG FINANCIAL SERVICES INC
Street	265 SOUTH MAIN ST	Street	265 SOUTH MAIN ST
City, State	LISBON, NH	City, State	BILLINGS, MT
ZIP	03585-6217	ZIP	59107
04/17/2017	-	1704180000897	SEC OF STATE NH EQUIP FILED

Related Document Number	Filing Type	Filing Office			
1704180000897	FILED	SEC OF STATE NH 107 N MAIN ST CONCORD NH 03301			
Debtor Information			Secured Party Information		
Name	DCI INC	Name	TOYOTA INDUSTRIES COMMERCIAL FINANCE INC		
Street	265 S MAIN ST	Street	PO BOX 9050		
City, State	LISBON, NH	City, State	DALLAS, TX		
ZIP	03585-6217	ZIP	75019-9050		
12/27/2016	-	1612280000418	SEC OF STATE NH	UNDEFINED	FILED
Related Document Number	Filing Type	Filing Office			
1612280000418	FILED	SEC OF STATE NH 107 N MAIN ST CONCORD NH 03301			
Debtor Information			Secured Party Information		
Name	DCI INC	Name	SECURED LENDER SOLUTIONS LLC		
Street	265 S MAIN ST	Street	265 S MAIN ST		
City, State	LISBON, NH	City, State	SPRINGFIELD, IL		
ZIP	03585	ZIP	62708		
10/26/2016	-	1610270001213	NH SECRETARY OF STATE	EQUIP	FILED
Related Document Number	Filing Type	Filing Office			
1610270001213	FILED	SEC OF STATE NH 107 N MAIN ST CONCORD NH 03301			
Debtor Information			Secured Party Information		
Name	DCI INC	Name	TOYOTA INDUSTRIES COMMERCIAL FINANCE INC		
Street	265 S MAIN ST	Street	PO BOX 9050		
City, State	Lisbon, NH	City, State	DALLAS, TX		
ZIP	03585-6217	ZIP	75019-9050		
10/26/2016	-	1610270001213	NH SECRETARY OF STATE	EQUIP	FILED
Related Document Number	Filing Type	Filing Office			
1610270001213	FILED	SEC OF STATE NH 107 N MAIN ST CONCORD NH 03301			
Debtor Information			Secured Party Information		
Name	DCI INC	Name	TOYOTALIFT INC		
Street	265 S MAIN ST	Street	1850 JOHN TOWERS AVE		
City, State	Lisbon, NH	City, State	EL CAJON, CA		
ZIP	03585-6217	ZIP	92020		
05/10/2016	-	1605100002115	SEC OF STATE NH	-	TERMINATED

Related Document Number	Filing Type	Filing Office	
614977	TERMINATED	SEC OF STATE NH 107 N MAIN ST CONCORD NH 03301	
Debtor Information		Secured Party Information	
Name	DCI INC	Name	PASSUMPSIC SAVINGS BANK
Street	256 SOUTH MAIN STREET	Street	497 RAILROAD STREET
City, State	LISBON, NH	City, State	SAINT JOHNSBURY, VT
ZIP	03585-6216	ZIP	05819
02/23/2016	-	1602241425210	SEC OF STATE NEW HAMPSHIRE UNDEFINED, EQUIP AMENDED
Related Document Number	Filing Type	Filing Office	
1511021340099	AMENDED	SEC OF STATE NEW HAMPSHIRE 107 N MAIN ST CONCORD NH 3301	
Debtor Information		Secured Party Information	
Name	DCI INC	Name	SUSQUEHANNA COMMERCIAL FINANCE INC
Street	265 SOUTH MAIN STREET	Street	-
City, State	LISBON, NH	City, State	- , -
ZIP	035856217	ZIP	-
10/30/2015	-	1511021340099	NH SECRETARY OF STATE UNDEFINED, EQUIP, AFTER ACQUIRED PROP FILED
Related Document Number	Filing Type	Filing Office	
1511021340099	FILED	SEC OF STATE NH 107 N MAIN ST CONCORD NH 03301	
Debtor Information		Secured Party Information	
Name	DCI INC	Name	SUSQUEHANNA COMMERCIAL FINANCE INC
Street	265 SOUTH MAIN STREET	Street	2 COUNTRY VIEW ROAD SUITE 300
City, State	Lisbon, NH	City, State	MALVERN, PA
ZIP	03585-6217	ZIP	19355

## Company Details

### Company Details

#### Company Information

Company Type	Incorporated	Years in Business	35+ years
Address Type	Street Address	Estimated Annual Revenue	\$63,000,000
Estimated Number of Employees	175	Location Type	Headquarters
Primary SIC Code Industry Classification	Furniture & Fixtures		

#### Activities

Classification	Code	Description
NAICS	337127	INSTITUTIONAL FURNITURE MANUFACTURING

NAICS	337127	INSTITUTIONAL FURNITURE MANUFACTURING
U.S. Standard Industrial Classification 1987	2599	Furniture and Fixtures, Nec
U.S. Standard Industrial Classification 1987	2531	Public Building and Related Furniture

## Government Information

### Government Award Information


Government Contract Participant	Yes	Authorization Date	09/02/2015
Government Grant Recipient	No	Authorization Date	-
Government Exclusion	No	Termination Date	-
Administrative Debt	No		

### Socio Economic Program Participant

Labor Surplus Area	No		
SBA Certified HUB Zone	No		
SBA Certified 8A Program Participant	No	Participation Expires	-
SBA Certified Small Disadvantaged Business	No		

### Trucking/Carrier Information

MC#	MC268378
USDOT#	USDOT219457
DBA Name	-
Entity Type	Carrier
Cargo Type	Logs, Poles, Beams, Lumber
Hazmat Indicator	N
Classification	Interstate Carrier
Fleet Size	2 to 3
Safety Rating	Records indicate no evidence of substantial non-compliance with safety requirements
Safety Effective Date	07/13/2006
Last Review Date	07/13/2006
Revoked Flag	N
Revoked USDOT#	-

 This information is provided by the federal motor carrier safety association, department of transportation, the FMCSA primary mission is to prevent commercial motor vehicle-related fatalities and injuries

## Loan Summary

Number of Loans	Total Gross Approval	Total SBA Guaranteed Approval	Longest Term In Months	Total Gross Charge Off Amount
1	\$1.5M	-	-	-

### Loan Information

Bank Name	PPP PRGM - MASCOMA BANK					
Street	ACTUAL APPROV AMT AS REPORTED BY	City	169 JOBS_RETAINED			
	SBA: C \$1-2 MILLION					
State		ZIP	NA			
Approval Date	Gross Approval	SBA Guaranteed Approval	Initial Interest Rate	Term (Months)	Charge Off Date	Gross Charge Off Amount
04/13/2020	\$1,500,000	-	undefined %	-	-	-

### Corporate Record

#### Corporate Record

Business Name	DCI, INC.
Address	265 S MAIN ST, LISBON, NH, 03585
Business Legal Name	DCI, INC.
Agent Name	SCHUSTER, BARRY C, ESQ
Agent Address	79 HANOVER STREET, LEBANON, NH, 03766
Filing Date	12/30/2020
SOS Charter Number	8043
Status	Active
Incorporation Date	09/29/1980
Incorporation State	New Hampshire (NH)
Principal State	New Hampshire (NH)
Foreign/Domestic	Domestic
Profit/Non-Profit	Undetermined

This data is for information purposes only. Certification of the information can only be obtained through the government agency that is the source of this information

#### Additional Corporate Records

Business Name	SOS Charter No.	Address	Incorporation Date	Filing Date	Status
DCI, INC	8043	265 S MAIN ST, LISBON, NH, 03585	09/29/1980	07/06/2008	● Active
DCI, INC	8043	265 S MAIN ST, LISBON, NH, 03585	09/29/1980	01/24/2005	● Active
DCI, INC.	8043	265 S MAIN ST, LISBON, NH, 03585	09/29/1973	09/29/1980	● Active

This data is for information purposes only. Certification of the information can only be obtained through the government agency that is the source of this information

# Officers

## Corporate Officers

### Corporate Officers

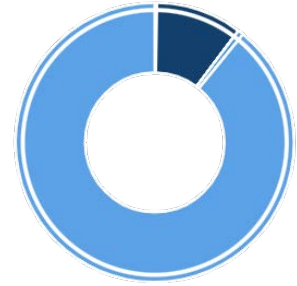
Contact Name	Contact Title	Address	City	State	ZIP
AMOS C KOBER	DIRECTOR	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
AMOS C KOBER	VICE PRESIDENT	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
AMOS C KOBER	DIRECTOR	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
C AMOS KOBER	OFFICER	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
C AMOS KOBER	VICE PRESIDENT	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
C AMOS KOBER	DIRECTOR	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
CHARLES AMOS KOBER	DIRECTOR	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
CHARLES AMOS KOBER	OFFICER	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
CHARLES AMOS KOBER	VICE PRESIDENT	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
CHARLES AMOS KOBER	OFFICER	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
DAVID J KOBER	DIRECTOR	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
DAVID J KOBER	VICE PRESIDENT	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
DAVID J KOBER	VICE PRESIDENT	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
ELIZABETH R KOBER	OFFICER	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
ELIZABETH R KOBER	SECRETARY	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
HENRY A KOBER	PRESIDENT	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
HENRY A KOBER	DIRECTOR	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
HENRY A KOBER	OFFICER	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
HENRY A KOBER	PRESIDENT	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
HENRY A KOBER	TREASURER	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
HENRY KOBER	PRESIDENT	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
J DAVID KOBER	OFFICER	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
J DAVID KOBER	DIRECTOR	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
J DAVID KOBER	VICE PRESIDENT	265 S MAIN ST	LISBON	New Hampshire (NH)	03585
JACOB DAVID KOBER	DIRECTOR	265 S MAIN ST	LISBON	New Hampshire (NH)	03585

We have provided only the first 25 rows of data, for more rows please visit our website or contact your account manager.

## Possible Links

Summary

All Domestic Matches	81
Same Name	76
Same Address	2
Same Name and Address	0
Same Name and State	0
Same Name and City	0
Same Name and Zip	0
Same Telephone	0
Same Web Address	5
Same Name with Bankruptcy	0
Same Name Internationally	677



### Domestic Possible Links - (81 results) - All Domestic Matches

Company Name	Address	Safe Number	Risk Score	DBT	Limit	Legal Count	
DCI FURNITURE	265 S MAIN ST, LISBON, NH, 03585	US111264922	65	0	\$375K	0	<a href="#">i</a>
DCI	150 POWELL CIR W, BIG LAKE, MN, 55309	US73621811	50	0	\$11K	0	<a href="#">i</a>
ART 302	265 S MAIN ST, LISBON, NH, 03585	US45717319	59	0	\$1.5K	0	<a href="#">i</a>
D C I	324 WATERMAN RD, SOUTH ROYALTON, VT, 05068	US87912653	50	0	\$41K	0	<a href="#">i</a>
DESIGN CONTEMPO INC	2500 S ROBERTS AVE, LUMBERTON, NC, 28358	US111174695	33	0	\$4K	0	<a href="#">i</a>
DCI INC.	2500 S ROBERTS AVE, LUMBERTON, NC, 28358	US83627136	50	0	\$225K	0	<a href="#">i</a>
DCI	PO BOX 9, DORSET, OH, 44032	US03690646	N/A	0	Cash Transactions	0	<a href="#">i</a>
DCI	3694 23RD AVE S, LAKE WORTH, FL, 33461	US114485930	N/A	0	Cash Transactions	0	<a href="#">i</a>
DCI	7157 SW SAGERT ST UNIT 106, TUALATIN, OR, 97062	US121341916	47	0	\$23K	0	<a href="#">i</a>
DCI	600 ROSEWOOD DR, KIRKSVILLE, MO, 63501	US111430566	N/A	0	Cash Transactions	0	<a href="#">i</a>
DCI	3030 NW 68TH ST APT 205, FORT LAUDERDALE, FL, 33309	US113978629	N/A	0	Cash Transactions	0	<a href="#">i</a>
DCI	12004 NE FOURTH PLAIN BLVD, VANCOUVER, WA, 98682	US113100567	60	0	\$85K	0	<a href="#">i</a>

DCI	200 COUNTRY CLUB PKWY, MOUNT LAUREL, NJ, 08054	US112835718	● 50	● 0	● \$4.5K	0	ⓘ
DCI	9001 WESLEYAN RD, INDIANAPOLIS, IN, 46268	US112143386	● 50	● 0	● \$6K	0	ⓘ
DCI	328 MASSACHUSETTS AVE NE, WASHINGTON, DC, 20002	US113626780	● 70	● 0	● \$155K	0	ⓘ
DCI	1176 JORDAN RD, HUNTSVILLE, AL, 35811	US113341192	● 49	● 0	● \$19K	0	ⓘ
DCI	506 W CRESTON, SANTA MARIA, CA, 93454	US14318582	● 57	● 0	● \$1.5K	0	ⓘ
DCI	10550 SOUTHERN HIGHLANDS PKWY, LAS VEGAS, NV, 89141	US33558515	● 62	● 0	● \$9.5K	0	ⓘ
DCI	896 BAKER HOLLOW RD, MIFFLINBURG, PA, 17844	US34898296	● N/A	● 0	● Cash Transactions	0	ⓘ
DCI	152 MOLLY WALTON DR, HENDERSONVILLE, TN, 37075	US33091992	● 72	● 0	● \$1M	● 2	ⓘ
DCI	PO BOX 126, STEWARTVILLE, MN, 55976	US82728099	● 58	● 0	● \$1.5K	0	ⓘ
DCI	120 TOWN CENTER PKWY, SANTEE, CA, 92071	US68786696	● 62	● 0	● \$9.5K	0	ⓘ
DCI	808 PRISCILLA ST, SALISBURY, MD, 21804	US76429187	● 71	● 0	● \$2K	0	ⓘ
DCI	6534 TROOST AVE, KANSAS CITY, MO, 64131	US87028662	● 52	● 0	● \$1.5K	0	ⓘ
DCI	9795 CABRINI DR STE 104, BURBANK, CA, 91504	US86791064	● 70	● 0	● \$10K	0	ⓘ

We have provided only the first 25 rows of data, for more rows please visit our website or contact your account manager.

### International Possible Links

Company Name	Local Number	Safe Number	Address	Date of Accounts	Status
(FR)DCI	892804154	FR32464525	-	-	● Active
(FR)DCI	883004335	FR31429609	-	-	● Active
(FR)DCI	482895414	FR08401889	-	06/29/2014	● Active
(FR)DCI	501421515	FR09969622	-	-	● Active
(FR)DCI	414611509	FR04740453	-	-	● Active
(FR)DCI	443347349	FR06861614	-	10/31/2006	● Non-active
(FR)DCI	810853978	FR22231926	-	12/31/2015	● Active
(FR)DCI	499255131	FR20269628	-	-	● Non-active
(FR)DCI	490060035	FR23612412	-	12/31/2012	● Active
(FR)DCI	491248019	FR09107531	-	-	● Active

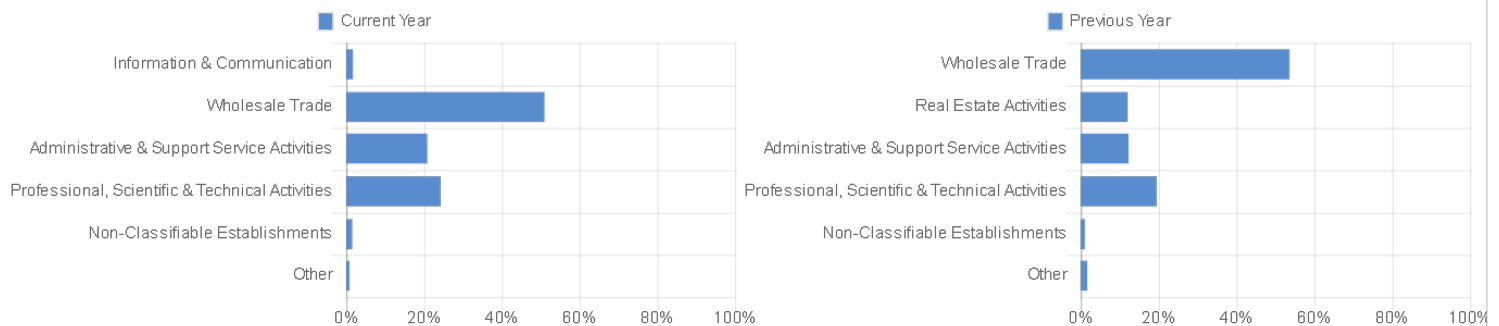


(FR)DCI	499255131	FR21594764	-	12/31/2018	● Active
(FR)DCI	488962374	FR08834113	-	-	● Active
(FR)DCI	788803021	FR16087944	-	-	● Active
(FR)DCI	794153403	FR16782936	-	-	● Non-active
(FR)DCI	410266076	FR28224338	-	-	● Non-active
(FR)DCI	449252907	FR32263265	-	-	● Active
(FR)DCI	824447213	FR20641434	-	12/31/2017	● Active
(CA)DCI	-	CA09042931	-	-	● Active
(FR)DCI	897780524	FR32883971	-	-	● Active
(FR)DCI	434299517	FR06155911	-	12/31/2011	● Active
(FR)DCI	488404773	FR08775009	-	-	● Active
(FR)DCI	810853978	FR18695791	-	12/31/2015	● Active
(FR)DCI	490060035	FR20262818	-	12/31/2012	● Active
(FR)DCI	449252907	FR07282077	-	-	● Active
(FR)DCI	841594971	FR22539868	-	-	● Active

We have provided only the first 25 rows of data, for more rows please visit our website or contact your account manager.

## Business Spend

### Business Spend



Industry Description	Current Year % of Total Expenditure	Year-on-Year Change %	Previous Year % of Total Expenditure
Manufacturing	● 0.00%	● 0.00%	● 0.00%
Transportation & Storage	● 0.82%	● 0.82%	● 0.00%
Information & Communication	● 1.69%	● 0.73%	● 0.96%
Wholesale Trade	● 50.97%	● -2.59%	● 53.56%
Financial & Insurance Activities	● -	● -	● 0.71%
Real Estate Activities	● 0.00%	● -11.98%	● 11.98%
Administrative & Support Service Activities	● 20.80%	● 8.53%	● 12.27%
Professional, Scientific & Technical Activities	● 24.23%	● 4.76%	● 19.47%
Non-Classifiable Establishments	● 1.50%	● 0.46%	● 1.04%

A search of public records has been conducted at the Local, State and Federal levels.

Do you see anything on this report that you believe could be improved? Don't hesitate to request updates by calling or emailing a customer support representative.

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265 S. Main Street | Lisbon NH 03585  
Ph: 603-838-6544 | [www.dcifurn.com](http://www.dcifurn.com)

DCI, Inc has reviewed and acknowledges acceptance of Exhibit B- Administration Agreement for UCOP.

OMNIA PARTNERS EXHIBITS  
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

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**FEDERAL CERTIFICATIONS**  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS**

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**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES \_\_\_\_\_ *AK* \_\_\_\_\_ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, 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 as detailed in the terms of the contract.

Does offeror agree? YES \_\_\_\_\_ *AK* \_\_\_\_\_ Initials of Authorized Representative of offeror

OMNIA PARTNERS EXHIBITS  
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

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(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES AK Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES AK Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES AK Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS**

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complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", 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 subrecipients shall certify and disclose accordingly.

Does offeror agree? YES AK Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES AK Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES AK Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES AK Initials of Authorized Representative of offeror

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES AK Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does offeror agree? YES AK Initials of Authorized Representative of offeror

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**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: DCI, Inc.

Address, City, State, and Zip Code: 265 South Main Street Lisbon NH 03585

OMNIA PARTNERS EXHIBITS  
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

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Phone Number: 603-838-6544 Fax Number:  
603-838-6826

Printed Name and Title of Authorized  
Representative: Henry Kober Owner

Email Address: hKober@dcitypn.com

Signature of Authorized Representative:  Date: 4/29/2021



OMNIA PARTNERS EXHIBITS  
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

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**FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

OMNIA PARTNERS EXHIBITS  
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

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2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS**

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applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor 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 section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

OMNIA PARTNERS EXHIBITS  
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means

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of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti- Kickback 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. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are

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incorporated by reference into this contract.

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be 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 workweek.
- d. The requirements of 40 U.S.C. § 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer

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or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and

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the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT*



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*Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout

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the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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 U.S.C. § 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. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any

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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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, DCI, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Henry Kober Owner  
Name and Title of Contractor's Authorized Official

4/29/2021  
Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

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- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract 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 differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives

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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.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor 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."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract 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.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract 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."

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

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and

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Statements) applies to its actions pertaining to the contract.

- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor 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."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name:

DCI, Inc.

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Address, City, State, and Zip Code:

265 South Main Street Lisbon, NH 03585

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Phone Number: 800-552-8286 Fax Number:  
603-838-6826

Printed Name and Title of Authorized

Representative: Henry A. Kober / President

Email Address:

sales@dcifurn.com

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Signature of Authorized Representative: \_\_\_\_\_ Date:

28APR21



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EXHIBIT G – NEW JERSEY BUSINESS COMPLIANCE

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Statement of Ownership Disclosure
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	McBride-Principles

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

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

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** DCI, Inc.

**Organization Address:** 265 South Main Street Lisbon, NH 03223

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Henry A Kober	279 Wilkins Farm Rd. Littleton NH 28411
Charles Anos Kober	5423 Del Cerro Blvd. San Diego CA 03561
Jacob David Kober	1055 Anchors Bend Way Wilmington NC 03264



**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partuer/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Wendy Slicer	Title:	Corp. Secretary
Signature:	Wendy Slicer	Date:	4-20-21

DOC #2

**NON-COLLUSION AFFIDAVIT**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
	<b>Reference: VII-H</b>
Name of Form:	<b>NON-COLLUSION AFFIDAVIT</b>
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of \_\_\_\_\_

ss:

I, Henry Kober (name of affiant) residing in Lisbon (name of municipality)  
in the County of Crafton and State of New Hampshire of full  
age, being duly sworn according to law on my oath depose and say that:

I am Owner (title or position) of the firm of \_\_\_\_\_ (name of firm)

DCI Inc the bidder making this Proposal for the bid

entitled UC RFP# 002343 (title of bid proposal), and that I executed the said proposal with

full authority to do so that said bidder 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 named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the University of California / OMNIA (name of contracting unit) relies upon the truth of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract for the said project.

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 DCI Inc

Subscribed and sworn to

before me this day

[Signature]  
Signature

April 29, 2021

Henry Kober  
(Type or print name of affiant under signature)

Crafton County, NH  
Notary public of

My Commission expires 4/11/2023

(Seal)

[Signature]  
CHANDELLE L. WHITNEY  
Notary Public - New Hampshire  
My Commission Expires April 11, 2023

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

Company Name: DCI Inc.  
Street: 265 S. Main St.  
City, State, Zip Code: Lisbon NH 03585

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is 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  
  
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
- 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.*

4/20/2021  
Date

[Signature] *Head of Loss Control Admin*  
Authorized Signature and Title

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE  
CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

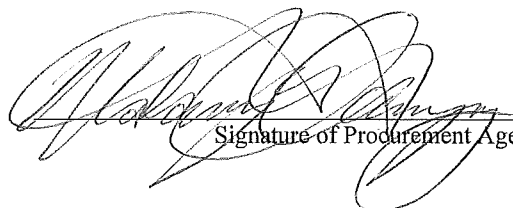
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or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

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

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

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

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

  
Signature of Procurement Agent

HR & Loss Control Admin.

## 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 on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

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 <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. 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 at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). 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.

## A. 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:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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





DOC #4, continued

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

**County:**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

*None*

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: DCI, Inc.

[X] 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 [X] Corporation [ ] Sole Proprietorship

[ ] Limited Partnership [ ] Limited Liability Corporation [ ] Limited Liability Partnership

[ ] Subchapter S Corporation

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

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows of stockholder information. Row 1: Henry A Kober, 279 Wilkins Farm Rd, Littleton NH 0328411; Charles Amos Kober, 5423 Del Cerro Blvd, San Diego CA 03561. Row 2: Jacob David Kober, 1055 Anchors Bend Way, Wilmington NC 03264. Row 3: Empty.

Notary section containing: 'Subscribed and sworn before me this 20th day of April 2021', Notary Public name 'CHANDELLE L. WHITNEY', commission expiration 'April 11, 2023', and signature of 'Chandelle Whitney' with '(Affiant)' and '(Print name & title of affiant)' labels. Includes a circular '(Corporate Seal)' stamp.

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: UC RFP#002343 Bidder/Offeror: DCI Inc.

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Henry Kober Signature: [Signature]  
Title: Owner Date: 4/20/2021

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**  
**(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

07/18/16

Taxpayer Identification# 010-393-340/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 232  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

DCI, INC.

TRADE NAME:

ADDRESS:

25 BROOKSIDE PLACE  
LIVINGSTON NJ 07039

SEQUENCE NUMBER:

2058838

EFFECTIVE DATE:

ISSUANCE DATE:

07/18/16

  
Director  
New Jersey Division of Revenue

DOC #8

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

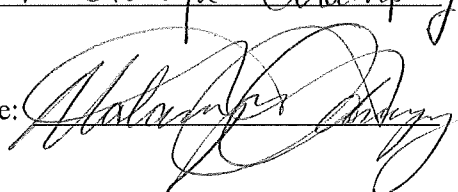
Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf) for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Natanya Champney Title: HR & Loss Control Admin  
Signature:  Date: 4/20/2021

**NUMBER OF EMPLOYEES**  
(Report Employees In Only One Category)

		Race/Ethnicity												Total Col A - N		
Hispanic Or Latino		Not Hispanic Or Latino														
		Male					Female									
		White	Black Or African American	Native Hawaiian Or Other Pacific Islander	Asian	Native American or Alaska Native	Two Or More Races	White	Black Or African American	Native Hawaiian Or Other Pacific Islander	Asian	Native American or Alaska Native	Two Or More Races			
Male	Female	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior Level Officials and Managers	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
First/Mid-Level Officials and Managers	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
Professionals	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
Technicians	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	1	0	4	0	0	0	0	0	0	12	0	0	0	0	0	17
Craft Workers	0	0	16	0	0	0	0	0	0	2	0	0	0	0	0	18
Operatives	0	0	22	0	0	0	0	0	0	3	0	0	0	0	0	25
Laborers and Helpers	2	1	28	0	0	0	0	0	0	9	0	0	1	0	0	41
Service Workers	0	0	3	0	0	0	0	0	0	1	0	0	0	0	0	4
<b>Total</b>	<b>3</b>	<b>1</b>	<b>83</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>115</b>

**Establishment: DCI New Hampshire**

Establishment Number: A215126  
265 South Main Street  
Lisbon, NH 03585

**Job Categories**

Executive/Senior Level Officials and Managers	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
First/Mid-Level Officials and Managers	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
Professionals	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
Technicians	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	1	0	4	0	0	0	0	0	0	12	0	0	0	0	0	17
Craft Workers	0	0	16	0	0	0	0	0	0	2	0	0	0	0	0	18
Operatives	0	0	22	0	0	0	0	0	0	3	0	0	0	0	0	25
Laborers and Helpers	2	1	28	0	0	0	0	0	0	9	0	0	1	0	0	41
Service Workers	0	0	3	0	0	0	0	0	0	1	0	0	0	0	0	4
<b>Total</b>	<b>3</b>	<b>1</b>	<b>83</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>115</b>



**NUMBER OF EMPLOYEES**  
(Report Employees In Only One Category)

		Race/Ethnicity												Total Col A - N		
Hispanic Or Latino		Not Hispanic Or Latino														
		Male						Female								
		White	Black Or African American	Native Hawaiian Or Other Pacific Islander	Asian	Native American or Alaska Native	Two Or More Races	White	Black Or African American	Native Hawaiian Or Other Pacific Islander	Asian	Native American or Alaska Native	Two Or More Races			
Male	Female	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O

**Establishment: DCI Vermont**

Establishment Number: AD35885  
324 Waterman Avenue  
South Royalton, VT 05068

**Job Categories**

Executive/Senior Level Officials and Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First/Mid-Level Officials and Managers	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Craft Workers	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Operatives	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Laborers and Helpers	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	0	0	7	0	0	0	0	0	0	1	0	0	0	0	0	8

**NUMBER OF EMPLOYEES**  
(Report Employees In Only One Category)

		Race/Ethnicity												Total Col A - N		
Hispanic Or Latino		Not Hispanic Or Latino														
		Male						Female								
		White	Black Or African American	Native Hawaiian Or Other Pacific Islander	Asian	Native American or Alaska Native	Two Or More Races	White	Black Or African American	Native Hawaiian Or Other Pacific Islander	Asian	Native American or Alaska Native	Two Or More Races			
Male	Female	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O

**Establishment: DCI North Carolina**

Establishment Number: AD35940  
2500 South Roberts Avenue  
Lumberton, NC 28358

**Job Categories**

Executive/Senior Level Officials and Managers	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
First/Mid-Level Officials and Managers	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Administrative Support Workers	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	2
Craft Workers	3	5	0	0	0	0	0	0	0	0	0	0	0	0	0	8
Operatives	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
Laborers and Helpers	0	0	1	5	0	0	4	0	0	0	0	0	0	0	0	10
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>4</b>	<b>5</b>	<b>4</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25</b>

**NUMBER OF EMPLOYEES**  
(Report Employees In Only One Category)

		Race/Ethnicity												Total Col A - N		
Hispanic Or Latino		Not Hispanic Or Latino														
		Male						Female								
		White	Black Or African American	Native Hawaiian Or Other Pacific Islander	Asian	Native American or Alaska Native	Two Or More Races	White	Black Or African American	Native Hawaiian Or Other Pacific Islander	Asian	Native American or Alaska Native	Two Or More Races			
Male	Female	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O

**Establishment: DCI Hawaii**

Establishment Number: EB20914  
C/O Maurice Ackerman, Agent  
98-288 Kaonohi St, #2108  
Aiea, HI 96701

**Job Categories**

Executive/Senior Level Officials and Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First/Mid-Level Officials and Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1

**NUMBER OF EMPLOYEES**  
(Report Employees In Only One Category)

		Race/Ethnicity												Total Col A - N		
Hispanic Or Latino		Not Hispanic Or Latino														
		Male						Female								
		White	Black Or African American	Native Hawaiian Or Other Pacific Islander	Asian	Native American or Alaska Native	Two Or More Races	White	Black Or African American	Native Hawaiian Or Other Pacific Islander	Asian	Native American or Alaska Native	Two Or More Races			
Male	Female	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior Level Officials and Managers	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
First/Mid-Level Officials and Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Administrative Support Workers	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	2	0	0	0	1	0	0	0	0	0	0	0	0	0	0	3
Laborers and Helpers	7	0	0	2	0	0	0	0	0	0	0	0	0	0	0	9
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>9</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b>

**Establishment: DCI California**

Establishment Number: FL09821  
3804 Main Street  
Chula Vista, CA 91911

**Job Categories**

Executive/Senior Level Officials and Managers	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
First/Mid-Level Officials and Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Administrative Support Workers	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	2	0	0	0	1	0	0	0	0	0	0	0	0	0	0	3
Laborers and Helpers	7	0	0	2	0	0	0	0	0	0	0	0	0	0	0	9
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>9</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b>

The following criteria were used to create this report:

**Reporting Period**

Reporting Year 2020

**Snapshot Period Date Range**

Start Date 10/11/2020

End Date 10/17/2020

**Report Data**

**Report Type**

Multi-Establishment

**EEO Establishments**

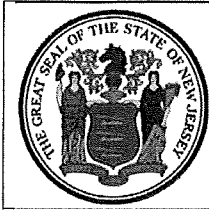
CA - DCI California, HI - DCI Hawaii, NC - DCI North Carolina, NH - DCI New Hampshire, VT - DCI Vermont

**Company Codes**

33H,RAH

DOC #9

MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: UC RFP#002343 VENDOR/BIDDER: DCI Inc

VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

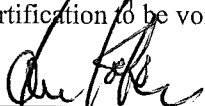
The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

  
Signature

4/20/2021  
Date

Henry Kober Owner  
Print Name and Title

## 002343-Feb2021

<b>Questionnaire Name: *</b>	1 - Pricing Program Responses
<b>Questionnaire Type:</b>	Technical
<b>Questionnaire Description:</b>	Questions relating to 'Pricing Program', design

QUESTIONNAIRE NAME	SECTION NAME	QUESTION NUMBER
1 - Pricing Program Response: -		1
1 - Pricing Program Response: -		2

<b>Questionnaire Name: *</b>	2 - Company Profile and General Capabilities
<b>Questionnaire Type:</b>	Commercial
<b>Questionnaire Description:</b>	Company structure, qualifications, and capab

QUESTIONNAIRE NAME	SECTION NAME	QUESTION NUMBER
2 - Company Profile and Gene -		1
2 - Company Profile and Gene -		2
2 - Company Profile and Gene -		3
2 - Company Profile and Gene -		4
2 - Company Profile and Gene -		5
2 - Company Profile and Gene -		6
2 - Company Profile and Gene -		7
2 - Company Profile and Gene -		8
2 - Company Profile and Gene -		9
2 - Company Profile and Gene -		10
2 - Company Profile and Gene -		11
2 - Company Profile and Gene -		12
2 - Company Profile and Gene -		13
2 - Company Profile and Gene -		14
2 - Company Profile and Gene -		15
2 - Company Profile and Gene -		16
2 - Company Profile and Gene -		16.1
2 - Company Profile and Gene -		16.2
2 - Company Profile and Gene -		16.3
2 - Company Profile and Gene -		16.4

<b>Questionnaire Name: *</b>	3 - Services
<b>Questionnaire Type:</b>	Technical
<b>Questionnaire Description:</b>	Services Detail

QUESTIONNAIRE NAME	SECTION NAME	QUESTION NUMBER
3 - Services	-	1
3 - Services	-	2
3 - Services	-	3
3 - Services	-	4

3 - Services	-	5
3 - Services	-	6
3 - Services	-	7
3 - Services	-	8
3 - Services	-	9
3 - Services	-	10
3 - Services	-	11
3 - Services	-	12

<b>Questionnaire Name: *</b>	4 - Product & Pricing Terms
<b>Questionnaire Type:</b>	Technical
<b>Questionnaire Description:</b>	Product information and associated terms

QUESTIONNAIRE NAME	SECTION NAME	QUESTION NUMBER
4 - Product & Pricing Terms	-	1
4 - Product & Pricing Terms	-	2
4 - Product & Pricing Terms	-	3
4 - Product & Pricing Terms	-	4

<b>Questionnaire Name: *</b>	5 - Sustainability
<b>Questionnaire Type:</b>	Technical
<b>Questionnaire Description:</b>	Company profile relative to Sustainability

QUESTIONNAIRE NAME	SECTION NAME	QUESTION NUMBER
5 - Sustainability	-	1
5 - Sustainability	-	2
5 - Sustainability	-	3
5 - Sustainability	-	4
5 - Sustainability	-	5
5 - Sustainability	-	6
5 - Sustainability	-	7
5 - Sustainability	-	8
5 - Sustainability	-	9
5 - Sustainability	-	10
5 - Sustainability	-	11
5 - Sustainability	-	12
5 - Sustainability	-	13



igned to receive Pricing Program uploads

QUESTION TITLE	QUESTION WEIGHT
* Attachment #1 Pricing Program Workbook -Upload -Pr Tab 1 & Tab 2 Visuals - Please upload a file/catalog of pic -	100.00%

ilities	
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QUESTION TITLE	QUESTION WEIGHT
Company Profile - Provide an introduction and general de	8.00%
Company Certifications - Are you certified as a Small Busi	4.00%
Proposer's Staffing and Qualifications - Indicate the nam	3.00%
Direct Sales & Installation - Understanding all RFP respo	8.00%
Manufacturing Locations & Product Specialties - Please p	10.00%
Emergencies - What systems does your company have in	5.00%
* UC Specific Implementation Plan -A Proposer is require	4.00%
* Higher Ed Project References - Please detail 2 large pro	10.00%
* Company References - The Proposer should provide 3 r	7.00%
Ecommerce #1 - What type of contract specific catalogs (	5.00%
Ecommerce #2 Current Capabilities- Who maintains you	3.00%
Ecommerce #3 Capabilities - Please detail your Invoicing	3.00%
E-Commerce #4 Platforms - Please specify which (if any)	3.00%
* Invoice Detail - Are you capable of detailing charges for	3.00%
* Payment Method - Please specify ALL of the payment n	3.00%
* NATIONAL PROGRAM - Please confirm your company v	21.00%
If Yes ,Exhibit A (UPLOAD) : "Response to National Coope	N/A
If Yes ,Exhibit B (UPLOAD) – Administration Agreement: (	N/A
If Yes ,Exhibit F (UPLOAD) - Federal Funds Certifications -	N/A
If Yes ,Exhibit G (UPLOAD) - New Jersey Business – Propo	N/A

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QUESTION TITLE	QUESTION WEIGHT
Installation - Please detail if you use in-house staff for ins	15.00%
Services Offered -Please detail here, the services you off	8.00%
Warehousing - Warehousing for 30 days is required free	7.00%
Returns - Please describe the returns policy and procedu	8.00%

Customer Service - Please describe customer service-sati	15.00%
Do you provide short-term rental options? If yes, please	9.00%
State how you will provide order management including	5.00%
Describe ability to schedule and meet furniture deliverie:	8.00%
Do wardrobes, chests, and desks arrive fully assembled o	5.00%
Minimum order requirements shall not be allowed for Ti	5.00%
UC desires each piece of furniture be identified in a way	5.00%
* Customization - Are you able to customize? To what ex	10.00%

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QUESTION TITLE	QUESTION WEIGHT
* Total Catalog Offerings - Please upload a file/catalog (o	15.00%
* Warranty – Please detail your warranty program and th	40.00%
Product Quality - What differentiates your materials and	40.00%
Savings - In addition to unit pricing improvements and m	5.00%

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QUESTION TITLE	QUESTION WEIGHT
* UC Policy Review - The UC's Sustainable Procurement F -	
Do you have publicly declared carbon, water, and waste	5.00%
Is your company a Participant or Signatory to the UN Glo	5.00%
Is your company or any of its supply chain manufacturing	8.00%
Packaging - After reviewing the UC Sustainability Policy a	5.00%
End of life - Please detail any version of an end-of-life tak	13.00%
Parts Sales - Proposers are required to offer/sell parts for	7.00%
LEED - In alignment with the UC's Green Building Policy, i	15.00%
Product Certifications - Please detail all third party certifi	13.00%
Wood Certification and Sourcing - It is required that all w	5.00%
Your Suppliers - Please detail your policies and process a	5.00%
Can you provide the true weight of the furniture in your i	6.00%
Refinishing -Do you provide refinishing/refurbishing serv	13.00%



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**RESPONSE OPTIONS**

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**RESPONSE OPTIONS**

Yes

- 

Yes; No

- 
- 
- 
- 
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- 
- 
- 
-

### DCI, Inc

Please find DCI, Inc's Attachment 1 and Tab 3 Price List attached. **Attached Files** : DCI Inc - Tab 3 Price List.pdf;DCI Inc  
Please find DCI's Tab 1 and 2 Visuals attached. **Attached Files** : DCI Inc - Visuals - Tab 1 and 2.pdf

### DCI, Inc

DCI Inc., founded in 1980, is a fully integrated furniture manufacturing company based in the United States. The company  
Yes, DCI is certified as a small business with under 500 employees.

UC Senior Account Manager: Amos Kober, Vice President Amos Kober has more than thirty years Sales and Project Management

DCI is the direct manufacturer of all items included in our response with the exception of select dining chairs and task chairs.

DCI Headquarters is 265 South Main St. Lisbon, NH 03585 (Main Office location). Operation includes more than 200,000 sq ft.

Amos Kober and James Shipley are available during business and non-business hours, for any emergencies that arise. I

DCI has held a UCOP system wide furniture contract since 2004, and before that was providing furniture to UC campus

Project Name: Boulevard Apartments Project Location: Los Angeles, CA Dates: June 2020 Building Type: Graduate and Faculty

Boston College: Catherine O'Connor Assistant Director Facilities Office of Residential Life 140 Commonwealth Avenue Ma

DCI will provide a UCOP/OMNIA complete on-line catalog. Additionally, DCI will make it's full GSA catalog available.

Jim LaRose is DCI's IT Manager, and the company operates on Microsoft exchange servers.

DCI offers PDF email of invoices, and will also use keyed in invoice systems like Transcepta (and other 3rd parties currently

DCI has registered with Jaggaer and Oracle for previous contracts. Our business platform for order processing and invoicing

Yes, DCI is capable of detailing charges for services, including hours and rates.

DCI accepts payments through ACH, Check, and Credit Cards. No fee for credit card payments up to \$25,000, pass-through

Yes

DCI Inc - Exhibit A3.1D Credit Report.pdf ; DCI Inc - Exhibit A Responses for National Cooperative Contract.pdf

DCI Inc - Acceptance of Exhibit B- Administration Agreement for UCOP.pdf

DCI Inc - Exhibit F Federal Funds Certifications Form for UCOP.pdf

DCI Inc - Exhibit G State of New Jersey UCOP.pdf

### DCI, Inc

DCI uses a team of in-house installation professionals located in multiple locations throughout the US, including Hawaii

DCI offers a wide range of services that we perform to a high degree of success. We continually evaluate market conditions

In the event of unforeseen construction or renovation delays, DCI has the ability to warehouse and store furniture at a

The majority of the UC purchases are for project specific custom orders, so the items cannot be returned. DCI is willing

During the term of the SOW and Agreement, DCI commits to the following minimum service level standards:• Reply to DCI offers short term rental options to accommodate UC needs and specific circumstances.Rental Service: Due to unpr DCI provides each UC campus a single point of contact to manage the accounts. Internally DCI has a robust Project Ma DCI has 3 primary shipping points: Lisbon, NH; Lumberton, NC; and Chula Vista, CA. In most cases, DCI’s Installation tea The majority of our furniture arrives fully assembled on site. To prevent damage when shipping, some of our items are DCI does not have a minimum order requirement. Small orders are subject to additional processing and set up fees. DCI agrees to label all UC furniture to include date of purchase and model number affixed in a discrete location on the DCI can offer customized solutions to address customer specific requirements. Our vertical integration provides indust

#### DCI, Inc

Please find DCI’s Tab 3 Visuals attached. **Attached Files** : DCI Inc - Visuals - Tab 3 - Total Catalog.pdf  
DCI warrants to the original purchaser a Twenty-five (25) year warranty from the date of purchase, to be free from ma  
We believe our products represent the best possible social and environmental choice. They are made in the USA from  
DCI sees opportunity to help the UC reduce hard dollar costs in the following areas:• Develop a highly competitive sea

#### DCI, Inc

Yes  
DCI has a zero waste policy and energy conservation program which includes qualitative commitments to reducing our  
No  
No; DCI is not SA8000-certified.  
Our packaging material is made from 100% recycled cardboard. When orders permit, we use blanket wrap shipments.  
Buy Back Program: DCI pays customers for old furniture in the form of a credit toward the purchase of new furniture. I  
DCI responds to service requests within 24 hours, and in most cases resolves issues within 7 days. A devoted project tea  
• LEED Contact: Steve Walker, MBA, is our staff member who fields all questions related to LEED credits. Steve has experi  
MAS/FSC: We have received MAS (Greenguard) certification on our products. We are in the process of upgrading to SC  
DCI’s product is made from sustainably harvested solid hardwood. The timber comes from stringently regulated state f  
Wood: As a fully integrated company, we control our own supply chain. Solid wood is our primary raw material by orde  
Yes, all weights are available upon request.  
Solid wood furniture is easy to refinish. Our Refinishing Program typically applies to furniture over 20 years old, and ca

any is privately owned by the Kober family. Henry Kober, its founder, is the President and CEO. The U.S.

agement experience in the company, and nearly 20 years working with the UC System. Based in San Diego, DCI's production space is 100,000 square feet of production space utilized for kilns, rough mill, finish mill, finishing, assembly, shipping, and DCI's logistics team will work to address all transportation emergencies and expedite prompt resolutions. DCI's experience dates dating back to the 1990's. This extensive experience has provided us in-depth knowledge to evolve with the University Housing Project Team: UCLA Design Team, DCI Product List: (122) Full XL Bed, Desk, Nightstand, Desks, and more. DCI is located at Honey Hall Suite 2200 Chestnut Hill MA 02467. DCI's phone number is 617-552-3060. DCI's email address is catherine.oconnor@bc.edu. DCI is a part of New York University.

currently utilized by some of the UC schools). The accounting team is able to respond and adapt to new systems.

in California, Idaho, San Diego, New Hampshire, Texas and North Carolina. In most cases, DCI chooses not to subcontract to broaden our service offerings. DCI's service offering includes installation, removal, disposal, warehousing, and more.

g to develop an inventory program that would allow select items to be returned or exchanged as needed.

customer emails and phone calls. Same business day• Submit customer-requested quotes/sales orders. Predictable enrollment and fluctuating student housing requirements, we have seen an increased demand management team to ensure projects stay on track, and customer demands are met throughout the entire term. DCI is on-site to confirm counts and immediately resolve any discrepancies. If DCI is requested to ship truckloads, items are shipped knocked down and require minimal assembly on site. All of DCI's installers are trained to assemble

furniture. All orders acknowledgments will include the UC model numbers to allow for streamlined order processing and leading flexibility. We are able to customize dimensions, materials, finish, and hardware. There is not

material and manufacturing defects. DCI will repair or replace all defective items at no charge to the originator. DCI uses locally, sustainably harvested hardwoods that were grown 100% with solar energy. In this industry it is common to have a program for lounges and public spaces on campus• Provide turn-over solutions for summer conference

dependence on fossil fuels. In practice, this means that we generate all our own heat for our factory, with

DCI's single biggest advantage in this area is that the company owns and operates a trucking service based in Vermont. In most cases we can extend the buy back program to solid hardwood furniture made by other manufacturers. DCI's extensive manufacturing and engineering capabilities, and local field service personnel make this process a significant experience supporting LEED compliance and documentation requests. Steve does not have experience supporting LEED Advantage Gold certification as a more comprehensive 3rd party certification for our entire product of solid hardwood forests. We own and operate the only FSC certified sawmill in Vermont and an FSC certified factory in New York. DCI's scale of magnitude compared to the other materials in our furniture and has the largest resource footprint.

DCI can make wood furniture function like new. We can refinish items requiring more attention on or off site.



based company has 200 employees across four locations. Annual sales are approximately \$25M. The co

go, CA, he is part of the DCI leadership team with primary focus on Educational and Government sales in  
ts meet the UC Sustainability requirements and are serviced by DCI's direct installation and Warranty re  
ind warehouse on 35 acres of land. DCI's full catalog is available from this location. DCI South is located a

ith and respond to UC's dynamic needs. The DCI team has direct experience working with each UC Camp  
;k Chairs(78) Living Room and Dining Room Sets consisting of Dining Table, Sofa, Lounge Chair, Coffee Ta  
y:Sheila Azarian LEED AP Office of Construction Management, Interior Designer 10 Astor Place 6th Floor

ntract out our installation services, which allows us total control of the project. Our highly trained team is  
housing, design services, refinishing, room re-configuration, service walkthrough, furniture maintenanc

Within 48 hours • Order confirmation with stated delivery dates. Within 48 hours • Resolution of defects for short term rentals. DCI is equipped to provide monthly, semester, or yearly rentals of the following items:

• Load quantities directly to a 3rd party or customer warehouse, DCI will provide an on-site QA representative to inspect the furniture both in the staging area and/or in the building. These items include tables, desks, beds,

• and other furniture. DCI will complete warranty repairs within reasonable time frames established by UC. It is common for companies to import components or entire items from overseas. Such items carry a very large price premium. • Warehousing and inventory control. • Create a market-basket of products that designate DCI as the preferred provider.

• DCI's wood kilns, and offices through a renewable biomass energy system. This system is fueled with our own wood chips.

• DCI is located in Chula Vista, CA. Whenever possible, especially on projects with multiple deliveries, DCI's trucks are routed to the project. Repurposing Program: For an added cost, DCI will manage all logistics associated with the removal and disposal of old furniture. Service orders can be initiated by contacting the DCI sales office or the UC Account Manager. DCI is currently working on certifying WELL projects. • Materials Reuse - MR Credit 3.1 and 3.2: Intent: Reuse building materials and products. Our manufactured products pass the most rigorous testing for indoor air quality as evidenced in our facilities in New Hampshire. We guarantee that the solid wood we process in our facilities exceeds the highest sustainable standards. All our wood is sourced locally, in Vermont and New Hampshire, within 150 miles of our FSC Certified sawmills.

Corporate office and primary manufacturing facility is located in Lisbon, NH. To service customers regional  
in the Western and Pacific Region. Amos annually is responsible for combined projects in excess of \$15 mi  
t 2500 South Roberts Ave Lumberton, NC 28358. South production facility includes 85,000 square feet o  
ous, and can provide all products to match inventory, including component by component interchangeable  
ble, Side Table, Media ConsoleAll items custom designed with UCLA design team and delivered on timeA  
New York NY 10003646-546-6364Sheila.murphy.azarian@nyu.eduCal Poly San Luis ObispoJosh CirauloPrc

s proficient in all aspects of our product offering and installation procedures to insure total success. Whe  
e, repurposing old furniture, and furniture rental.Space Planning, Interior Design, and Fabric Selection:O

ve or damaged furniture. Within 24 hours of notification • Resolution of incomplete or incorrect orders. \

tative. For direct shipments less than a container load, DCI will verify through phone and email follow-up

e carbon footprint, often are associated with health, safety or environmental concerns and contribute ve

wood waste and contributes no new net carbon to the atmosphere beyond wood's normal carbon cycle.

and transportation of the old furniture. In the last 8 years, DCI has recycled, reused, or repurposed over  
agrees to provide replacement parts for all wood items for the life of the products. Prices are quoted ba  
ducts in order to reduce demand for virgin materials and to reduce waste, thereby reducing impacts ass  
our MAS Certification. We offer FSC certified products in addition to having a complete SOLID wood offer  
ibility standards. DCI's product line is available with the following options for an additional charge: • FSC  
wmill. Because all our logs are FSC C-o-C certified, our suppliers--private and public landowners--are sub

ly DCI also operates a factory in Lumberton, NC, and an assembly location in Chula Vista, CA. Additional  
illion. All projects are required in a specific timeframe and include the design, specification, manufacturir  
f production space utilized for milling, finishing, assembly, and warehousing on 17 acres of land. This fac  
ility. Upon award DCI will provide a UC Catalog for distribution to the campuses. Within 30 days: DCI agree  
award Amount: \$628,000. POC: Barbara Wilson, [bwilson@ha.ucla.edu](mailto:bwilson@ha.ucla.edu) Project Name: Middle Earth Reside  
ject Manager, HousingCal Poly, San Luis Obispo, CA [ciraulo@calpoly.edu](mailto:ciraulo@calpoly.edu)

never possible, we use company personnel. When additional labor is required, professional local movers  
ur in-house professional interior designer can assist Housing staff in selecting the appropriately sized and

Within 48 hours of notification • Request for standard reports. Within 5 business days • Delivery accuracy

ry little to the economy of our country.Sawmill: Our Manufacturing Process begins with the purchase of

. We recently won a \$250k grant from the USDA to upgrade the steam boilers that power our renewable

(300) 53-foot containers of Furniture. Leasing Program: DCI works directly with customers to develop tai  
ised on costs and specifics of the request. DCI requests a minimum 30 days to process special requests fc  
ociated with the extraction and processing of virgin resources. Requirements: Use salvaged, refurbished  
ing.ANSI/BIFMAA: DCI products are manufactured and engineered to comply with ANSI/BIFMAA standa

ject to third party audits. With each harvest, certified foresters perform a careful and complex ecosyster

y, DCI owns a hardwood sawmill in South Royalton, VT, bringing DCI to the forefront as a leading supplier of custom wood furniture and ancillary items. Amos is supported by an experienced team of installers. Amos is the primary production point for fully upholstered soft seating. DCI's full catalog is available from [www.dci.com](#). DCI is pleased to participate in a Contract Roll-out Webinar. Within 90 days: DCI agrees to schedule in-person meetings with the client. Project Location: Irvine, CA Dates: Sept 2019 Building Type: New Construction, Undergraduate Housing

DCI's furniture is used with DCI supervision during 100% of the project time period. All installers are required to wear safety gear. DCI designed furniture that will function well and offer students a comfortable atmosphere to work, socialize, and study.

• = 98% performance rating • Delivery, on-time = 98% performance rating • Invoice/billing accuracy = 98%

logs or rough-cut lumber. DCI purchases lumber from state regulated forests compliant with current env

energy system. This upgrade will increase the efficiency of our energy production and reduce particula

lored renewal programs to furnish and service student lounges and common seating areas with regularly

or reused materials such that the sum of these materials constitutes at least 5% or 10%, based on cost, c  
rds. Since a significant portion of our business comes from our GSA contracts, DCI is required to perform

n analysis that supports the long-term health of the forest and habitat for local species. In the analysis, t



perienced and dedicated east coast and west coast team. Together they all work incredibly hard to ensure  
at this location. DCI West is located at 3804 MAIN STREET UNIT #2 CHULA VISTA, CA 91911. West assembl  
ers at each of the UC Campuses to review SOW and respond to specific needs, questions, and requests. O  
ncluding Project Team: UCI Design Team, DCI Product List: (500) Bedroom Sets - Bunkable beds, stackable u

for a company shirt identifying them as a DCI employee. Before installation begins, the DCI Account Repres  
entative, and relax. During project planning phases, DCI regularly provides room layouts generated with archite

performance rating • Customer satisfaction on Warranty services = 98% performance rating • Customer :

ironmental regulations. Logs are sent to the DCI sawmill to be processed into rough cut lumber and cons

te emissions while qualifying us for thermal energy credits with the State of New Hampshire. Additionall

y updated designs and trends. This promotes fresh looking spaces that can evolve with the student's and

of the total value of materials on the project. Response: DCI has experience manufacturing furniture recl  
extensive product testing. GSA testing standards are far more rigorous than ANSI/BIFMAA standards. As

he foresters focus on creating different age classes of tree and enhancing habitat. Internal Components:

the ongoing and future success of the company. Early in high school, one of Amos's first jobs was working at a furniture store. The company's production facility includes approximately 10,000 square feet used for assembly, warehouse, West Coast office, and showroom. Ongoing: DCI agrees to dedicate resources in the following areas throughout the agreement:- Marketing and sales support, product development, design, and engineering. Furniture items include: bed frames, bed bases, bed headboards, bed footboards, bed frames with drawers, mobile pedestal, metal frame desk with 2-shelf cart, wardrobes and bunk beds.

DCI representative generates a full installation plan and shares this with the customer and/or General Contractor to ensure proper installation. DCI uses structural drafting software such as AutoCad or SketchUp. Wood Furniture Refinishing: Solid wood furniture

satisfaction on other repair services = 98% performance rating To further support high UC furniture dema

ist primarily of ash, oak, and maple. The lumber is graded by species, thickness, and length according to

ly, the upgraded boilers will allow us to bring online our steam engine to generate electricity and further

the Universities changing needs while dramatically reducing unwanted furniture on campus.

aimed from old residence hall furniture. This can be done cost effectively due to our vertical integration.  
a result, our products are extremely durable and proven to perform over a long and rigorous life cycle. C

We source our drawer runners from US suppliers with high sustainability and quality standards. Mattress

ing on an installation at UC Berkeley with Henry and his brother David. He hopes to someday share that s  
d factory showroom. DCI's full catalog is available from this location. DCI Sawmill Waterman Rd. South Rc  
he program to increase sales activity;- Coordinating program implementation;- Providing superior custom  
d Amount: \$1,080,000. POC: Melissa Falkenstien, melissa.f@uci.edu

eam during an onsite, pre-installation meeting. The installation plan details delivery schedules and projec  
can easily be refinished. Our Refinishing Program typically applies to furniture over 20 years old, and car

ands, DCI agrees to employ the following strategies: • Early Orders: DCI agrees to manufacture and store

standards set by the National Hardwood Lumber Association (NHLA). Kiln Drying: We deliver rough cut li

• Recycled Content - MR Credit 4.1 & 4.2: Intent: Increase demand for building products that incorporate  
Quality Assurance: A comprehensive documented quality assurance program ensures our customers rece

es: We source our mattresses from IFB solutions, the largest employer of people who are blind or visuell

same experience with his two sons. UC Account Manager James Shipley, Western Region

ner service;- Promoting alternative Services to reduce cost and to meet UC sustainabi

early orders, rather than holding a place for them in the schedule. DCI will ma

ive high quality products and services. Our policies include a detailed internal manual.





# Sustainable Procurement Guidelines

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# Glossary

*The below definitions are copied directly from the UC [Sustainable Practices Policy](#) for reference, unless noted otherwise.*

**Addressable Spend:** Spend that can be impacted through sourcing activities. For the purposes of this policy, addressable spend relates to the spend within a specific product or service category.

**Catalog:** A catalog is representative of a supplier's product information. A catalog is implemented in one of two formats: 1) through a hosted catalog or 2) through a punch-out catalog. See definitions for Hosted Catalog and Punch Out Catalog for more information. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

**Economically and Socially Responsible (EaSR) Spend:** Spend on products or services supplied by a business holding one of the UC-recognized certifications listed the UC Sustainable Procurement Guidelines.

**Environmentally preferable products:** Designation for those products whose manufacture, use, and disposal results in relatively less environmental harm than comparable products.

**Expanded Polystyrene (EPS):** As defined by the City of San Francisco, blown polystyrene and expanded and extruded foams which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to, fusion of polymer spheres (expanded bead polystyrene), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

**Full Time Equivalent (FTE):** A full-time equivalent employee is the hours worked by one employee on a full-time basis and can be used to convert the hours worked by several part-time employees into the hours worked by full-time employees. A full-time employee is assumed to work 40 hours in a standard week.

**Green Spend:** Spend on products meeting the UC "Preferred Level" of environmental sustainability criteria as laid out in the UC Sustainable Procurement Guidelines.

**Hosted Catalog:** As defined in the JAGGAER technical manual, in simplest terms, a hosted catalog is an online version of a supplier's printed catalog. Hosted catalogs contain product data and details, along with pricing information for each item. When a product search is performed, the products in all of the hosted catalogs are searched. Hosted catalog search results contain product information from all suppliers depending on the search criteria entered by the user. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

**LEED™:** Leadership in Energy and Environmental Design. LEED is a registered trademark of the U.S. Green Building Council (USGBC). This trademark applies to all occurrences of LEED in this document. LEED is a green building rating system developed and administered by the non-profit U.S. Green Building Council. The four levels of LEED certification, from lowest to highest, are Certified, Silver, Gold, and Platinum. LEED has several rating systems. This Policy refers to the following rating systems:

**LEED for Interior Design and Construction (LEED-ID+C)** for renovation projects;

**LEED for Building Operations and Maintenance (LEED-O+M)** for the ongoing operational and maintenance practices in buildings; and,

**LEED for Building Design and Construction (LEED-BD+C)** for new buildings and major renovations of existing buildings.

**Location:** As used in this Guidelines document, means any or all campuses. At this time, it does not include UC Health locations or the Lawrence Berkeley National Laboratory. This definition is provided for clarification within the Guidelines and defined differently within the UC Sustainable Practices Policy.

**Packaging Foam:** Any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including expanded polystyrene (EPS), extruded polystyrene foam (XPS) and polystyrene paper (PSP)), Polyurethane (PU) foams, Polyethylene foams, Polyvinyl chloride (PVC) foam, and Microcellular foam. Not included is easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

**Policy Exception Authority:** The responsible authority for granting exceptions to items III.G.5.a. and V.G.7. in the Sustainable Procurement sections of the UC Sustainable Practices Policy will be the Chief Procurement Officer for a non-UC Health systemwide or Office of the President contract and otherwise by the senior procurement officer of the campus.

**Punch Out Catalog:** Modified from the JAGGAER technical manual, punch-out catalogs are integrated external links to a supplier's web-based catalog. The user exits the UC's eprocurement site to search and select products from a supplier's web catalog, then returns the items to the UC's eprocurement shopping cart. The selected items are then submitted through the standard requisition/order process. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

**Required Level Green Spend criteria:** The minimum certification standard required for a product or service category. Required Level Green Spend criteria is laid out in the UC Sustainable Procurement Guidelines.

**Solicitation:** The process of seeking information, bid proposals, and quotations from suppliers.

**Sustainable Practices Policy:** Refers to the University of California Sustainable Practices Policy, Governed by the UC Sustainability Steering Committee.

**Sustainable Procurement:** [Modified from the UK Government's Sustainable Procurement Task Force (2012)] Purchasing that takes into account the economic, environmental and socially responsible requirements of an entity's spending. Sustainable Procurement allows organizations to procure their goods and services in a way that achieves value for money on a whole-life basis in terms of generating benefits not only to the organization, but also to society and the economy, while remaining within the carrying capacity of the environment.

**Sustainable Procurement Working Group (SPWG):** Is the working group charged with improving the integration of sustainable principles and practices into the UC's procurement practices. The SPWG recommends changes to this document to the UC Procurement Leadership Council, and changes to the UC Sustainable Practices Policy to both the UC Procurement Leadership Council and UC Sustainability Steering Committee. See definitions for UC Procurement Leadership Council and UC Sustainability Steering Committee for more information. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

**Sustainable Spend:** The intersection of Green and Economically and Socially Responsible (EaSR) Spend. UC Sustainable Spend is defined as spend that meets the criteria and requirements for Green Spend as well as EaSR Spend as laid out in the UC Sustainable Procurement Guidelines.

**Total Cost of Ownership (TCO):** An analysis of cost that considers not only purchase price, but also any costs associated with the acquisition, use, and disposal of the product. These costs may include some or all of the following: freight, taxes and fees, installation, operation/energy use, maintenance, warranty, collection, end-of-life disposal or recycling, as well as social or environmental costs, such as the cost of purchasing pollution offsets or monitoring labor practices.

**UC Procurement Leadership Council (PLC):** Is the system wide leadership council, composed of the Chief Procurement Officer (or equivalent) at each UC campus, charged with developing the overall strategic direction for the UC Procurement Services program that enables the organization to align objectives, initiatives, and projects to deliver on system wide procurement and supply chain initiatives. The PLC is ultimately responsible for the approval of changes and updates to this document. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

**UC Sustainability Steering Committee:** Is the UC system wide committee charged with overseeing updates to and progress against the UC Sustainable Practices Policy. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

# 1. Introduction and Document Purpose

The University of California’s Sustainable Procurement Guidelines (“Guidelines”) lay out the minimum sustainability requirements for products and services purchased by the University of California and identify those product attributes that are strongly preferred, if not mandatory.

The University of California’s Sustainable Procurement Guidelines act as a companion to the Sustainable Procurement Policy and Procedure Sections of the [UC Sustainable Practices Policy](#).

In general terms, the UC Sustainable Practices Policy outlines the University’s targets for sustainable procurement as well as requirements for UC sustainable procurement practices, that is the activities of University of California buyers as they relate to sustainable procurement. This Guidelines document breaks down what the University considers to be sustainable at the product, product category, service or industry level.

The UC Sustainable Practices Policy prioritizes waste reduction in the following order: reduce, reuse, and then recycle. Accordingly, sustainable procurement should look to reduce unnecessary purchasing first, then prioritize purchase of surplus or multiple use products, before looking at recyclable, compostable, or otherwise sustainable products.

## 2. Document Guide

These Guidelines are intended to be used by the following parties, for the following purposes:

1. University of California, Office of the President, Strategic Sourcing Centers of Excellence and University Campus Procurement Services Departments (not including UC Health locations or the Lawrence Berkeley National Laboratory)
  - a. To educate personnel purchasing on behalf of the University on Required and Preferred Green (environmentally) and Economically and Socially Responsible (EaSR) sustainability criteria to be included in solicitation specifications and reporting.
  - b. To negotiate better pricing for products and services meeting the criteria described throughout these Guidelines and the Sustainable Practices Policy over traditional products and services, where opportunities exist.
  - c. To develop language and specifications for solicitations stating that product and service offerings meeting the criteria described in these Guidelines will be required where they exist.
2. Department Level Buyers
  - a. To educate personnel purchasing on behalf of the University on Required and Preferred environmental (Green) and Economically and Socially Responsible (EaSR) sustainability criteria when making purchasing decisions.

### 3. Reporting

Reporting will be required in line with the University of California sustainable purchasing targets and reporting requirements as outlined in the Sustainable Practices Policy (see III. Policy Text, G. Sustainable Procurement; V. Procedures, G. Sustainable Procurement). Reporting will be based on the percent spend in each of the following categories out of the total addressable spend. Reporting will commence by product or service category based on instruction in the sections below.

1. Green (environmentally preferable) Spend
2. Economically and Socially Responsible (EaSR) Spend
3. Sustainable Spend (the intersection of Green and EaSR Spend)

Clarification on each of these spend categories can be found in the sections below.

### 4. Green Spend

Green Spend is defined as spend on products meeting the UC Preferred Level of environmental sustainability criteria (see Table 1 below). The percentage of Green Spend is calculated using the following methodology, for a given product category over a particular period of time:

$$\frac{\text{Total spend on items meeting Preferred Level criteria in a given product category}}{\text{Total Addressable Spend in a given category}} \times 100$$

For example, the percent Green Spend calculation for computer electronics for Fiscal Year 16/17 is:

$$\frac{\text{Total Spend on EPEAT Gold registered computers during FY 16/17}}{\text{Total Addressable Spend on computers during FY 16/17}} \times 100$$

In addition to the above calculations, campuses may also calculate the “Dollar not Spent” to add to their overall Green Spend percentage. Please note that calculating the “Dollar not Spent” for an individual campus is optional and not required as part of a sites annual Green Spend reporting. Please see [Appendix I – The “Dollar not Spent” and Green Spend](#) to find more information on the various allowable methodologies to calculate the “Dollar not Spent.”

#### A. Green Spend General Criteria

Some Green (environmental) sustainability criteria are applicable across all, or a large number of different product or service categories. The following criteria must be applied to all applicable categories, and included in the specifications for all relevant solicitations and contracts.



1. ENERGY STAR® and WaterSense® certified products are required across all applicable product categories where price comparable (based on a total cost of ownership assessment) and consistent with the needs of University researchers, faculty, and staff.
2. Products and packaging shall be free of hazardous additives, including those mixed into the product and those used as surface treatments, unless no feasible alternative exists, and it is determined that the benefit outweighs the risk. Products and packaging must meet all eleven of the [Kaiser Permanente Chemicals of Concern Criteria](#), including, but not limited to.
  - a. Cadmium, mercury, lead, hexavalent chromium, polybrominated biphenyls, and polybrominated diphenyl ethers - All homogenous electronic parts are compliant with all European Union Restriction of the Use of Certain Hazardous Substances (EU RoHS) Directive's restricted limits (excluding exemptions).
  - b. Polyvinyl chloride (PVC)
  - c. Prop 65 Chemicals - Does not contain intentionally added chemicals listed by the State of California to cause cancer, birth defects, or reproductive harm that require warning or are prohibited from release to the environment under the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). If contains Prop 65 chemicals, supplier must disclose Chemical Abstracts Service (CAS) #'s.
  - d. Persistent, bioaccumulative and toxic chemicals (PBTs) - All homogeneous materials must contain less than 1000 ppm of PBTs.
  - e. Organohalogen-based chemicals (bromine, chlorine, fluorine, and iodine)
  - f. Antimicrobial/antibacterial agents<sup>1</sup> - Does not contain intentionally added antimicrobial/antibacterial agents to reduce surface pathogens.

## B. Category Specific Criteria

Table 1 outlines the environmental sustainability criteria the University uses to define a given product category as "Green," for purposes of identifying products in hosted and punchout catalogs, and for calculating and reporting on Green and Sustainable Spend.

**Recognized Certifications** - These are reputable third party certifications the UC recognizes for identifying products that may have a reduced impact on humans and/or the environment. At a location's discretion, products with these certifications can be flagged as "light green" in hosted and punchout catalogs.

**Required Level** - These are the minimum mandatory requirements for each product category, which should be included in all relevant bid solicitations. Products and services that fall into these categories but do not meet these minimum requirements will not be listed in UC product catalogs except with the express request of campuses. Products in a given category must meet

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<sup>1</sup> This includes hand and dish soaps labelled as antibacterial, except where required for use in hospitals and food service settings. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited.

all required level criteria listed, unless otherwise noted (e.g. if Energy Star and EPEAT Silver are listed, product must have both certifications).

**Preferred Level** - The Preferred Level of criteria is used for calculating Green and Sustainable Spend (see Section 6 below). At a location’s discretion products meeting these criteria may be labelled as “dark green” in hosted and punchout catalogs, and shall be given preference during evaluation in all relevant bid opportunities, where price comparable (based on a total cost of ownership assessment) and consistent with the needs of University researchers, faculty, and staff. Products must meet all applicable Required Level criteria to qualify for Preferred Level criteria.

**Table 1 - Category Specific Green Spend Criteria**

<u>Product or Service Category</u>	<u>Recognized Certifications and Standards</u>	<u>Required Level (minimum mandatory requirements)</u>	<u>Preferred Level</u>
<a href="#">Electronics</a>	ENERGY STAR ®	ENERGY STAR ®	ENERGY STAR ®
	EPEAT	EPEAT Bronze	EPEAT Gold
<a href="#">Cleaning Supplies</a>	Green Seal	A minimum of 25% of purchases are certified by one of the recognized certifications	At least 75% of purchases are certified by of the recognized certifications
	UL Ecologo		
	EPA Safer Choice		
	FSC (for janitorial paper products)		
<a href="#">Office Supplies</a>			
Copy Paper	FSC Recycled	A minimum of 30% PCRC or agricultural residue content (or GS-07 certified)	100% PCRC or agricultural residue content, or FSC Recycled labelled, with additional preference for paper that is PCF
	Post-consumer recycled content (PCRC)		
	Processed Chlorine Free (PCF) <sup>2</sup>		
	Green Seal (GS-07)		

<sup>2</sup> <http://www.calrecycle.ca.gov/paper/chlorinefree/default.htm>

	Agricultural residue <sup>3</sup> content		
Paper Office Supplies (other than copy paper)	FSC - Chain of Custody	A minimum of 30% PCRC <sup>4</sup>	100% recycled content with minimum 50% PCRC; 90% PCRC wire components; water-based or plant-based adhesives; and additional preference for PCF, FSC, and/or SFI labelled products <sup>5</sup>
	Sustainable Forestry Initiative (SFI)		
	Post consumer recycled content (PCRC)		
	Total recycled content		
	Processed Chlorine Free (PCF)		
	Green Seal (GS-07)		
Non-paper Office Supplies	Post-consumer recycled content (PCRC)	Meets the minimum <a href="#">CPG recycled-content levels for Non-Paper Office Products</a> , and a minimum 30% recycled content for all writing utensils (dry-erase markers, highlighters, markers, pens, and pencils) or other plastic-based accessories	Meets the recycled content specifications in the <a href="#">Preferred EPP Specifications as listed by the Northeast Recycling Council (NERC)</a> , and free of antimicrobial coatings
	Total recycled content		
	Non-antimicrobial		
	EPA Comprehensive Procurement Guidelines (CPG)		
	Northeast Recycling Council (NERC) Model EPP Specifications and Purchasing Guidelines for Office Supplies		
Toner	Remanufactured <sup>6</sup>	Meets one of the	Meets both of the

<sup>3</sup> Must come from sustainably grown and harvested, non-GMO sources that do not replace forest stands or food crops

<sup>4</sup> Aligns with [CA Department of General Services \(DGS\) Purchasing Standard DGS-441200-A for Paper Product Office Supplies](#) and [Northeast Recycling Council \(NERC\) Model EPP Specifications and Purchasing Guidelines for Office Supplies](#)

<sup>5</sup> Modelled from [Northeast Recycling Council's Preferred EPP Specifications for Paper Office Supplies](#)

<sup>6</sup> Shall meet the State of California's Specifications for Remanufactured Toner and Ink Cartridges: [https://www.documents.dgs.ca.gov/pd/epp/goods/officesupplies/inktonercartridges/20140902\\_Ink\\_Toner\\_Engineering\\_Spec.pdf](https://www.documents.dgs.ca.gov/pd/epp/goods/officesupplies/inktonercartridges/20140902_Ink_Toner_Engineering_Spec.pdf)

	High yield	recognized standards	recognized standards
<a href="#">Indoor Furniture</a>	GREENGUARD Gold	<p>Must meet all of the following:</p> <ul style="list-style-type: none"> <li>● GREENGUARD Gold or SCS Indoor Advantage Gold</li> <li>● Free of the 6 classes of chemicals of concern as described in Section 7.E.</li> </ul>	<p>Must have at least one of the following additional certifications:</p> <ul style="list-style-type: none"> <li>● BIFMA Level certified (preference for 2 or 3)</li> <li>● C2C Certified (preference for Silver or Gold)</li> <li>● HHI compliant with published product list on their website</li> <li>● FSC Certified wood</li> <li>● Textiles certified by one of the recognized certifications</li> <li>● Complete HPD</li> <li>● Complete Declare label</li> </ul>
	SCS Indoor Advantage Gold		
	Cradle to Cradle (C2C)		
	BIFMA Level		
	Meets the Healthier Hospitals Initiative (HHI) Safer Chemicals Challenge and is listed on the <a href="#">Healthier Hospitals Healthy Interiors Goal website</a>		
	FSC (for products containing wood)		
	Textile certifications: <ul style="list-style-type: none"> <li>● GOTS</li> <li>● Standard 100 by Oeko-Tex</li> <li>● STeP by Oeko-Tex</li> <li>● Cradle to Cradle</li> <li>● Facts</li> </ul>		
	Health Product Declaration (HPD)		
Declare Label			
<a href="#">Compostable Food Service Ware</a>	<a href="#">Biodegradable Products Institute</a> (BPI)	<p>Certified Compostable by BPI or GS-35, or made 100% from uncoated, unlined, obviously plant-based material, and appears on the Cedar Grove Accepted Items List</p>	<p>Meets additional criteria as described in the <a href="#">Compostable Food Service Ware</a> section below</p>
	Green Seal GS-35		
	<a href="#">Cedar Grove Accepted Items List for Commercial Compostability</a>		
<a href="#">Water Appliances/ Fixtures</a>	WaterSense®	WaterSense® Certified	WaterSense® Certified

# 5. Economically and Socially Responsible Spend

Economically and Socially Responsible (“EaSR”) Spend is defined as spend on products or services supplied by a business holding at least one of the UC-recognized classifications or certifications listed below. Recognized Certifications and Standards, listed in Table 2 below, outline the certifications and criteria that the University uses to define “EaSR” spend. Table 2 also includes a category for Preferred Certifications, which are certifications offered by California government agencies and/or of CA-based businesses. Currently there is no goal set for spend with suppliers meeting Preferred Certification standards.

The percentage of EaSR Spend is calculated using the following methodology, for a particular time horizon:

$$\frac{\text{Spend on products or services from a business that holds a UC-recognized EaSR certification}}{\text{Total Addressable Spend}} \times 100$$

## A. EaSR Spend Criteria

Expenditures on products supplied by businesses holding at least one of the UC-recognized certifications and standards outlined under Recognized Certifications and Standards, see Table 2 below, will be considered EaSR Spend for the purposes of calculating the percent EaSR and Sustainable Spend.

**Recognized Certifications and Standards** - These are reputable government or nationally recognized certifications and criteria the UC recognizes for identifying suppliers that may have a positive impact on society and/or the economy. Suppliers with these certifications should be flagged as a color or symbol differentiated like ‘green spend’ such as yellow in hosted and punchout catalogs.

**Preferred Certifications** - These are reputable government or nationally recognized certifications and criteria the UC recognizes for identifying suppliers that may have a positive impact on society and/or the economy within California specifically. Suppliers with these certifications should be flagged as a color or symbol differentiated like ‘green spend’ such as yellow in hosted and punchout catalogs.

**Table 2 - EaSR Spend Criteria**

Business Classification	Recognized Certifications and Standards	Preferred Certifications
Small Business Enterprise	All government agency certifications and accepted third party certifiers such as: <ul style="list-style-type: none"> <li>● <a href="#">SBA-approved Third Party Certifiers</a></li> </ul> Note that self-certification in SAM is	<a href="#">CA DGS certification</a> or California state or local agency certification  <a href="#">HUBZone certified</a>

	accepted as well as any other small business certifications that also certify a businesses status as socially and economically disadvantaged such as (WOSB, SDVOSB, DBE, etc.)	<a href="#">SBA 8(a)</a>
<a href="#">Disadvantaged Business Enterprise</a>	All government agency certifications	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Women-owned Business Enterprise	All government agency certifications	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Minority Business Enterprise	All federal, state and local government agency certifications <ul style="list-style-type: none"> <li>• <a href="#">State and Local Government Certifying Agencies</a></li> <li>• Federal includes (SBA 8(a), EPA, etc.)</li> </ul>	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Veteran-owned Business Enterprise	All government agency certifications	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Service Disabled Veteran-owned Business Enterprise	All government agency certifications	<a href="#">DGS DVBE</a>

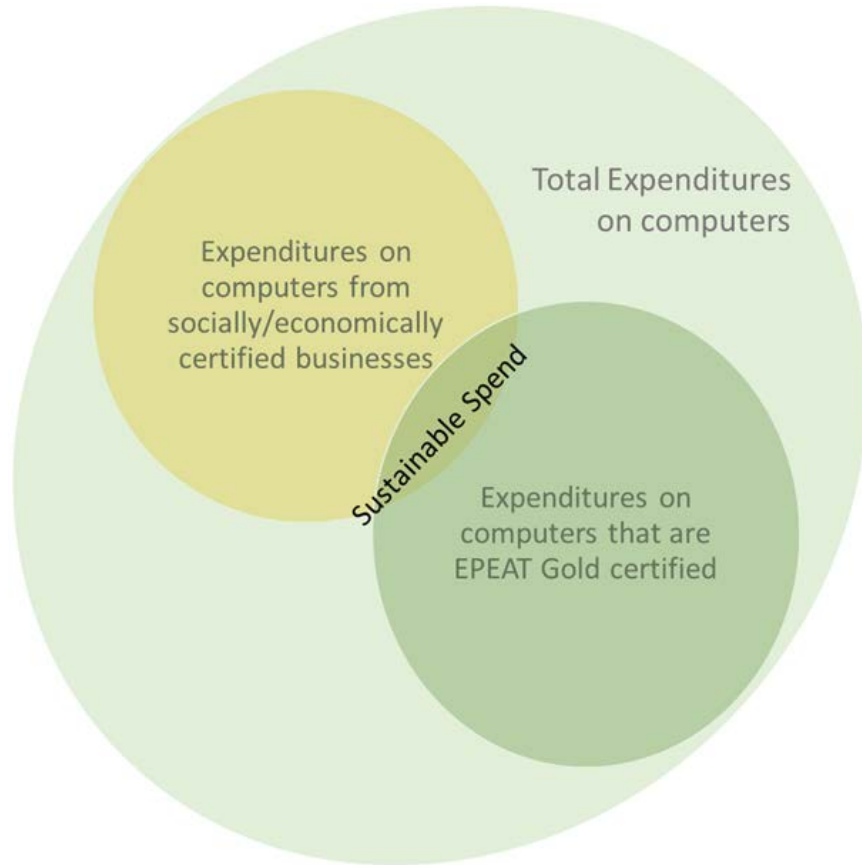
## 6. Sustainable Spend

Sustainable Spend is the intersection of Green and EaSR Spend. UC Sustainable Spend is defined as spend that meets the criteria and requirements in Section 4 for Green Spend and Section 5 for EaSR Spend (simultaneously). Thus, Sustainable Spend is defined as the expenditures on products in a particular product category that are supplied by a business holding one of the UC-recognized EaSR certifications, in addition to meeting the Preferred Level Green Spend criteria from Table 1.

An example of the percentage of Sustainable Spend calculated for computers (Figure 1) over a particular time horizon would be:

$$\frac{\text{Expenditures on EPEAT Gold certified computers from SBE businesses} \times 100}{\text{Total Addressable Spend on computers}}$$

**Figure 1.** Sustainable Spend for Computers



## 7. Category Specific Specifications

These additional guidelines and specifications should be used during solicitations, contracting and as a reference when making department purchases. Minimum requirements for each product category are outlined in column three of table one. The below items are recommended for inclusion in RFPs. Other than those items referred to in Policy as mandatory, project teams need to determine which of the below items will be mandatory and preferred during the RFP development phase.

## A. Electronics

Electronics includes any product for which an EPEAT certification is available. EPEAT currently includes product ratings for **PCs and Displays** (including tablets), **Imaging Equipment** (which includes printers, copiers, scanners and multifunction devices) and **Televisions**. Environmental leadership standards are currently under development with the intent to form the basis of future EPEAT categories for **Mobile Phones, Servers** and other electronic products (<https://www.epeat.net/about-epeat/>). Registration criteria and a list of all registered equipment are provided on the [EPEAT registry](#).

In addition to the criteria established in Table 1, the University will ensure the following:

1. In accordance with Policy, all recyclers of the University's electronic equipment must be e-Steward certified by the Basel Action Network (BAN) ([www.ban.org](http://www.ban.org)). In cases where the University has established take-back programs with a manufacturer, the University will require the manufacturer to become a BAN-certified e-Steward Enterprise ([e-Stewards for Enterprises](#)).
2. Printers and copiers must have duplex printing capabilities and hold their warranty while using 100% recycled content paper.
3. Suppliers shall be required to deliver items to the University with energy efficiency and duplex printing functions enabled.
  - a. Departments will work with their IT departments to ensure that features remain enabled for the duration of the product's use.

## B. Cleaning Supplies

Cleaning supplies include general purpose bathroom, glass and carpet cleaners; degreasing agents; biologically-active cleaning products (enzymatic and microbial products); floor-care products (e.g. floor finish and floor finish strippers); hand soaps and hand sanitizers; disinfectants; and metal polish and other specialty cleaning products. Also included are janitorial paper products such as toilet tissue, tissue paper, paper towels, hand towels, and napkins. Other janitorial products and materials (e.g. cleaning devices that use only ionized water or electrolyzed water) are excluded from this category.<sup>7</sup>

### Disinfectants

All disinfectants must be EPA-registered, and contain only the following active ingredients: hydrogen peroxide, citric acid, lactic acid, thymol, or caprylic acid. As there is no sustainability certification for disinfectants, in order to increase your % Green Spend for Cleaning Supplies and follow green cleaning practices, it is recommended that each site assess its current usage and application of disinfectants. Disinfectant use should be limited to high-risk surfaces [locations where there is a higher risk for blood borne incidents, skin contact (MRSA risk), or contact with feces and body fluids] and where required by regulation. Microbes can be effectively removed from high-touch surfaces touched by multiple people throughout the day (door handles, faucet handles, handrails, drinking fountains etc.) by frequent and proper cleaning with a regular cleaning product.<sup>8</sup>

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<sup>7</sup> Based on STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

<sup>8</sup> UMass Lowell Toxics Use Reduction Institute's Guide to Safe and Effective Cleaning and Disinfecting: [https://www.turi.org/Our\\_Work/Cleaning\\_Laboratory/Resources\\_and\\_Information/Disinfection/Guide\\_to\\_Safe\\_and\\_Effective\\_Cleaning\\_and\\_Disinfecting](https://www.turi.org/Our_Work/Cleaning_Laboratory/Resources_and_Information/Disinfection/Guide_to_Safe_and_Effective_Cleaning_and_Disinfecting)



## C. Office Supplies

Copy paper - refers to standard office printing and copy paper.

Paper Office Supplies - includes Writing Paper (pads), Packing Paper, Folders, Letter folders, Expandable Filing Folders, Hanging folders or accessories, binders and indexes, Hanging Folders, Dividers, File Pockets, Standard Envelopes, Packaging Carton, Mailers, Easel Pads, Sticky Note, Storage Boxes, Desk Pad Calendar.

Non-paper Office Supplies - includes binders, clipboards, file folders, clip portfolios, presentation folders, plastic desktop accessories (desk organizers, desk sorters, desk and letter trays, and memo, note and pencil holders etc.), plastic envelopes, and writing utensils (dry-erase markers, highlighters, markers, pens, and pencils).

Toner - Additional recommendations can be found from the State of New York's Approved Specifications for Monochrome Toner Cartridges: <https://www.ogs.ny.gov/greenny/specs/green-specs-MonochromeTonerCartridge.asp>

## E. Indoor Furniture

Furniture includes individual (e.g. task chair) and group seating; open-plan and private-office workstations; desks of all types, tables of all types; storage units, credenzas, bookshelves, filing cabinets and other case goods; integrated visual display products (e.g. markerboards and tackboards, excluding electronic display products); hospitality furniture; and miscellaneous items such as mobile carts, freestanding screens, and movable partitions. Movable partitions include office furniture system cubicle panels that are typically integrated with work surfaces, desks, and storage furniture. Furniture does not include office accessories, such as desktop blotters, trays, tape dispensers, waste baskets, all electrical items such as lighting and small appliances, and accessories such as aftermarket keyboard trays, monitor stands and monitor arms.

The University shall prefer furniture meeting specifications for the following hazardous chemical classes:

1. Flame Retardants: All furniture shall be free of flame retardant chemicals at levels above 1,000 parts per million in both standard and optional components, excluding electrical components.
  - a. All upholstered seating subject to TB 117-2013 shall be labeled as not containing flame retardant chemicals consistent with the manner described in Section 19094 of the California Business and Professions Code.
  - b. A product may contain flame retardants if required to meet code or regulation (e.g., TB 133 or ASTM E 1537), in accordance with the following criteria:
    - i. No halogenated flame retardant chemical may be used at levels above 1,000 parts per million by weight of the homogeneous material, excluding electrical components.

- ii. Products that contain flame retardant chemicals that have been fully assessed using GreenScreen v1.2 (or newer) and meet the criteria for benchmark 2, 3, or 4 will be preferred.
- 2. Formaldehyde and Volatile Organic Compounds (VOCs): All furniture shall comply with ANSI/BIFMA e3-2014 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach.
  - a. Test results shall be modeled using the open plan, private office, or seating scenario in ANSI/BIFMA M7.1, as appropriate.
  - b. Furniture products that additionally meet ANSI/BIFMA e3-2014 Section 7.6.3 and/or California Department of Public Health Standard Method v1.1 (emission testing method for California Section 01350) are preferred.
  - c. Salvaged and refurbished furniture more than one-year old at the time of re-use is considered compliant, provided it meets the requirements for any site-applied paints, coatings, adhesives, and sealants.
  - d. All composite wood materials, including hardwood plywood, particleboard, or medium density fiberboard, used in office, classroom, or healthcare furniture shall comply with Phase 2 of California's Code of Regulations, Title 17 §93120.2 – Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products.
- 3. Per and Poly-Fluoroalkyl Substances (PFASs) used as stain/water/oil resistant treatments: All furniture shall be free of any long- and/or short-chain per- and poly-fluorinated alkyl compounds and fluorinated polymers used as stain, water, or oil resistant treatments above 100 ppm by weight of the homogenous material.
- 4. Antimicrobials: All furniture shall be free of any added or built-in chemical antimicrobials. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited.
- 5. Polyvinyl Chloride (PVC): All furniture shall be free of polyvinyl chloride (PVC) greater than 1% of product by weight, excluding electrical components. Electrical components that are free of PVC are preferred.
- 6. Heavy Metals: All furniture shall be free of any heavy metals, including hexavalent and trivalent chromium, in concentrations greater than 100 ppm.

## F. Compostable Food Service Ware

Compostable food service containers and packages that have recycled and/or sustainably harvested content are preferred wherever possible.

1. All products must be certified compostable by the Biodegradable Products Institute (BPI) or Green Seal GS-35, proving that the finished product meets ASTM standards D6400 or D6868 for compostability. BPI-certified products can be accessed at: <http://products.bpiworld.org/>. Documentation may be required.

2. Products made 100% from paper, wood, bamboo or other obviously plant-based material, that are uncoated, unlined, or clay-coated (such as wooden stir sticks or uncoated paper plates) automatically meet this commercial compostability requirement without certification, so long as they appear on the Cedar Grove Accepted Items list for commercial compostability (<https://cedar-grove.com/compostable/accepted-items>), and the material type is disclosed.
3. Products with polyethylene liners are not compostable, and therefore do not meet the intent of these specifications.
4. Products shall not contain highly hazardous additives, including but not limited to persistent, bioaccumulative, or toxic chemicals (PBTs); carcinogens; mutagens; reproductive toxins, organohalogen-based chemicals (bromine, chlorine, fluorine or iodine); and endocrine disruptors.
5. Products shall not contain polyvinyl chloride (PVC), acrylonitrile butadiene styrene (ABS), polycarbonate (PC), polyurethane (PU), or any fluorinated chemicals. If product is fiber-based (including paper), ask for identification of the type of grease barrier or coating used.
6. Product is manufactured entirely with chlorine-free processing, meaning that no chlorine or chlorine compounds were used during manufacturing. Products may be unbleached or whitened in a chlorine-free process (if certified process chlorine-free).
7. Paper products are made from 40% post-consumer recycled content or 100% total recycled content (pre- or post- consumer), unless intended for hot beverages, in which case they are made from a minimum of 10% post-consumer recycled content. Bidder should disclose the amount and type of recycled content.
8. Non-cutlery products contain at least 90% biobased carbon content; cutlery products contain at least 70% biobased carbon content. Bidder can provide documentation demonstrating that its biobased carbon content meets the above specifications through one of the following:
  - a. ASTM Standard D6866 laboratory test data
  - b. USDA's BioPreferred Label
  - c. Products made of 100% uncoated wood, bamboo, paper or other obviously fiber-based material will automatically meet these biobased content requirements. Samples may be requested.
9. Product shall not contain added engineered nanomaterials.
10. Product materials were sustainably produced and are certified as one of the following:
  - a. Forest Stewardship Council (FSC)
  - b. Protected Harvest
  - c. Rainforest Alliance
  - d. Fair Trade USA
11. Feedstock and final product are produced in North America.
12. Product material grown without genetically modified organisms and certified to be GMO-free by one of the following:
  - a. Non-GMO Project Verified ([www.nongmoproject.org](http://www.nongmoproject.org))
  - b. CERT ID NonGMO
  - c. ProTerra Certifications ([www.geneticid.com/services/certification](http://www.geneticid.com/services/certification))

13. Product is made from sustainably grown, non-food agricultural resources such as perennial biomass crops and sustainably harvested residues (for more information, see the Sustainable Bioplastic Guidelines:  
<https://healthybuilding.net/uploads/files/sustainable-bioplastic-guidelines.pdf>
14. Product is EcoLogo or Green Seal-certified by one of the following:
  - a. EcoLogo CCD-084 (Table Napkins),
  - b. EcoLogo CCD-085 (Kitchen Towels),
  - c. EcoLogo CCD-086 (Hand Towels),
  - d. Green Seal GS-1 (Sanitary Paper Products),
  - e. Green Seal GS-9 (Paper Towels and Napkins),
  - f. Product meets the standard for biodegradability in the marine environment (ASTM D7081-05).
15. Inks for printing and graphics are vegetable-based and approved for use by U.S. Food and Drug Administration, where required.

## G. Water Appliances/Fixtures

This category includes all products covered by WaterSense including residential toilets, showerheads, bathroom faucets, commercial toilets, urinals, pre-rinse spray valves, irrigation controllers, and spray sprinkler bodies.

## 8. Best Practices for Procurement Services<sup>9</sup>

1. Market basket lists can be used as a tool for increasing the purchase of sustainable products at competitive and affordable prices. By only including products meeting the Required and Preferred Level of sustainability criteria in a market basket list, the University may be able to achieve reduced rates that will in turn direct spend towards sustainable products over conventional products. Allowing for revisions to the market basket beyond traditional changes in volume/spend patterns may allow for more competitive pricing on newly added sustainable items.
2. Through solicitation specifications and contract provisions, suppliers are required to:
  - a. Clearly identify UC-recognized “light green” and “dark green” sustainable items in product catalogs.
  - b. Ensure that any additional sustainability symbols/icons/certifications are displayed along with attribute details per product (e.g. a product with a recycled content symbol must also have in its product description details about the % total recycled content and % post consumer recycled content).
  - c. Offer capabilities to:

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<sup>9</sup>Modified from: <https://nerc.org/documents/EPP/Office%20Supplies/EPP%20Specs%20-%20Office%20Supplies.pdf>

- i. Block and/or restrict pre-identified conventional items from being purchased online so University employees are compelled to purchase products that are in compliance with UC's Sustainable Procurement Policies and Guidelines.
  - ii. Auto-substitute pre-identified conventional products with sustainable products on the market basket list when end-user places conventional item in online cart.
- d. Make sustainable items display first in online catalog search results, or make them easily found within online product catalogs through effective search tools, search filters, and related navigational tools.
- e. Incentivize consolidated deliveries whenever feasible (e.g. deliveries only on certain days of the week or reduced pricing for consolidated shipping).
  - i. Document or illustrate how the delivery consolidation method reduces the UC and supplier's carbon footprint (e.g. reduction in fossil fuel use, carbon emissions, packaging materials, or on-site vehicle traffic).
- f. Use only delivery service companies that are participants in EPA's Smartway Program.
- 3. LEED credits should be incorporated into all materials procurement associated with new facility constructions and major renovations.<sup>10</sup>

## 9. Certification and Standards Definitions

- a. [BIFMA Level®](#) - BIFMA Level is a multi-attribute furniture certification based on the ANSI/BIFMA e3 standard, addressing material use, energy, atmosphere, human and ecosystem health, and social responsibility at the product, facility, and organizational level. Certification is based on a points system with three levels of achievement, from Level 1 through Level 3.
- b. [Biodegradable Products Institute \(BPI\)](#) - BPI is a non-profit organization with the largest certification program for compostable products and packaging in North America. Their single-attribute certification indicates compliance with the ASTM D6400 and/or D6868 standards for commercial compostability.
- c. [Cradle to Cradle™](#) - Cradle to Cradle is a multi-attribute standard that evaluates a wide range of products across five categories of human and environmental health, including Material Health, Material Reutilization, Renewable Energy and Carbon Management, Water Stewardship, and Social Fairness. Product certification is awarded at five levels, from Basic to Platinum, with an emphasis on continuous improvement.
- d. [ENERGY STAR®](#) - Energy Star is a standard for energy efficient consumer products administered by the U.S. Environmental Protection Agency and the U.S. Department of Energy.
- e. [EPA Safer Choice](#) - Formerly known as Design for the Environment (DfE), the Safer Choice label is the U.S. Environmental Protection Agency's program to identify products with safer chemical ingredients.<sup>11</sup>
- f. [EPEAT®](#) - The Electronic Product Environmental Assessment Tool is a method for consumers to evaluate the effect of a product on the environment. It ranks products as gold, silver or bronze

<sup>10</sup> <https://www.phoenix.gov/oepsite/Documents/070520.pdf>

<sup>11</sup> Definition taken from STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

based on a set of environmental performance criteria. It is managed by the Green Electronics Council.

- g. [FACTS](#) - Facts is a sustainability certification program for commercial textiles, recognizing textiles conforming to the NSF/ANSI 336 multi-attribute standard, evaluating a textile for environmental, economic and social aspects across its life cycle. Facts utilizes four conformance levels from Compliant to Platinum.
- h. [Forest Stewardship Certification](#) - The Forest Stewardship Council (FSC) is an independent, non-profit organization that protects forests for future generations. FSC Chain-of-Custody certification traces the path of products from forests through the supply chain, verifying that FSC-certified material is identified or kept separated from non-certified material throughout the chain. FSC Forest Management certification confirms that a specific area of forest is being managed in line with the FSC Principles and Criteria.<sup>12</sup>
  - i. FSC Recycled - The FSC Recycled on-product label means all the wood or paper in the product comes from reclaimed (re-used) material.<sup>13</sup>
- i. [Global Organic Textile Standard \(GOTS\)](#) - GOTS is a textile processing standard for organic fibres, which includes both ecological and social criteria, from harvesting of raw materials through manufacturing and labelling.
- j. [GREENGUARD®](#) - The GREENGUARD Environmental Institute certifies products and materials for low chemical emissions. Greenguard Gold ensures that a product is safe for use in schools and healthcare facilities, and is referenced by LEED.
- k. [Green Seal®](#) - Green Seal is an independent nonprofit organization “dedicated to safeguarding the environment and transforming the marketplace by promoting the manufacture, purchase, and use of environmentally responsible products and services.” The Green Seal certification is based on multi-attribute environmental standards that meet the ISO 14024 standards for eco-labeling.<sup>14</sup>
- l. [Healthier Hospitals Healthy Interiors Goal \(HHI\)](#) - The Healthy Interiors Goal aims to promote public and environmental health, and urge the furnishings market to develop safer products, while reducing disposal costs and liability. Furniture and textiles that meet the Healthy Interiors Goal claim contain no formaldehyde, perfluorinated compounds, polyvinyl chloride, antimicrobials, or flame retardants above the specified minimum levels. Products meeting the Goal must be listed on the website, and are not verified.
- m. [Process Chlorine Free \(PCF\)](#) - PCF means that no chlorine or chlorine derivatives were used in the recycling process. Paper that was originally bleached with chlorine or chlorine derivatives may be used as feedstock, however. Only paper that is “totally chlorine-free” (TCF) is produced with pulp that has been bleached without any type of chlorine or chlorine derivative, or has not been bleached.<sup>15</sup>

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<sup>12</sup> Ibid

<sup>13</sup> <https://ic.fsc.org/en/choosing-fsc/fsc-labels>

<sup>14</sup> Definition taken from STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

<sup>15</sup> <http://www.calrecycle.ca.gov/paper/chlorinefree/default.htm>

- n. [STANDARD 100 by OEKO-TEX®](#) - Certification for raw, semi-finished, and finished textile products at all processing levels, as well as accessory materials used. Criteria focuses on product safety based on test criteria for numerous harmful chemicals.
- o. [STeP by OEKO-TEX®](#) - STeP assesses against criteria for sustainable, environmentally and socially responsible textile and apparel production and logistic sites, addressing the reduction of hazards and risks throughout the production chain, with the goal of improving factory resource efficiency.
- p. [UL Ecologo](#) - The UL Environment ECOLOGO program certifies products, services and packaging for reduced environmental impact. ECOLOGO Certifications are voluntary, multi-attribute, lifecycle based environmental certifications that meet the ISO 14024 standards for eco-labeling.<sup>16</sup>
- q. [WaterSense®](#) - WaterSense is a U.S. Environmental Protection Agency program designed to encourage water efficiency in the United States through the use of a special label on consumer products.

## 10. Packaging Foam Ban Guidance

In accordance with section III.F.5. of the [UC Sustainable Practices Policy](#), the University has prohibited the sale, procurement and/or distribution of packaging foam UC-wide. The following guidance is meant for sourcing and procurement professionals within UC and is intended to leverage large sourcing opportunities to mitigate single use packaging foam waste in support of UC's [Zero Waste](#) goals.

### 1. Scope

The ban of expanded plastic foam materials in packaging is effective as of January 1<sup>st</sup>, 2020. The ban applies to all packaging brought onto UC campuses via the purchase of goods on behalf of the University. The only exception to this ban is for the purchase of products utilized in laboratory or medical settings.

### 2. Enforcement

This ban is a requirement of the UC Sustainable Practices Policy in support of UC's Zero Waste goal. [UC Terms and Conditions](#) include the policy language regarding this ban, which must be addressed when contracting with suppliers for the purchase of goods. When conducting a competitive solicitation for goods, the University must incorporate language into all Requests For Proposals/Quotes/etc. (RFx's) articulating this ban, including in the qualitative assessment process, and ensure that it is addressed as part of the final award of business.

If a supplier claims to be unable to meet the requirements of the ban, an exemption will need approval in accordance with the instructions provided below. The exemption process is not required for one-time purchases. In the case of one-time purchases, the supplier should be required to take back any non-compliant packaging upon delivery. For existing UC contracts (contracts executed prior to January 1, 2020), enforcement of this ban (including a possible

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<sup>16</sup> Definition taken from STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

exemption request) must be addressed during the next contract amendment, extension or as part of a new award.

3. Exemption Process

If a supplier claims to be unable to meet UC’s ban on expanded plastic foam material in packaging and UC still intends to do business with that supplier under a contract for goods, then the supplier must apply for an exemption to the ban. To do so, they must submit a completed foam packaging ban exemption form including all required documentation to substantiate claims in support of the exemption. Download the **Request for Exemption Form** from the UC Systemwide Forms & Documents page: <https://www.ucop.edu/procurement-services/policies-forms/index.html>.

Suppliers are to submit their Foam Packaging Ban Exemption Form to the Commodity Manager, Buyer or other employee authorized to contract for goods on behalf of UC. The designated Policy Exception Authority (see [Glossary](#)) must grant approval of all exemption requests. A copy of all submitted (approved and declined) Foam Packaging Ban Exemption Forms must be submitted to the appropriate Sustainability Office for reference.

## 11. Approval procedure updates and changes

Changes to this document must be approved by the UC Procurement Leadership Council (PLC) on the recommendation of the Sustainable Procurement Working Group.

## 12. Change Log

Approval Date	Summary of Changes	Approved by	Product/Service Categories Impacted	Start Date for Reporting on New or Updated Categories
1/2/19	Added Packaging Foam and Policy Exception Authority definitions to Glossary; added new Section 10. Packaging Foam Ban Guidance	UC Procurement Leadership Council	All where product packaging is involved.	n/a
8/10/18	Implementation of UC Sustainable Procurement Guidelines	UC Procurement Leadership Council	Electronics, Cleaning Supplies, Copy Paper, Paper Office Supplies (other than copy paper), Non-paper Office Supplies, Toner, Indoor Furniture, Compostable	7/1/2018



			Food Service Ware, Water Appliances/Fixtures	

## Appendix I - The “Dollar not Spent” and Green Spend

As with waste, the hierarchy of environmentally sustainable spend starts with reduce and reuse. As such, in the assessment of Green Spend, the “dollar not spent” can be included in Green spend calculations. This concept is addressed in the following section. Please note that calculating the “Dollar not Spent” for an individual campus is optional and not required as part of a sites annual Green Spend reporting (outlined in section 4. Green Spend above).

### How to calculate the dollar not spent:

Items that are not purchased due to education and reduction activities and/or items that are reused on campus may be added to the Green Spend calculation at a location’s discretion. The process for adding these to the Green Spend calculation is as follows:

$$\frac{\text{Green Spend purchase per category} + \text{approximate market value of goods not purchased}}{\text{Addressable spend per category} + \text{approximate market value of goods not purchased}} \times 100$$

To determine the approximate value of goods not purchased, locations should use an appropriate combination of the below methodologies:

### Method 1: Reuse (for example, goods reused from surplus operations)

**STEP 1.** Determine the current market value of the goods were they to be purchased new.

**STEP 2.** Sum the product cost (quantity of goods x current market value of goods).

**STEP 3.** Include the current market value of goods in the numerator and denominator of the Green Spend calculation.

### Where:

Current market value of goods is to be determined as the average purchase price of the equivalent good available on system wide contracts (or an average market value of equivalents if no system wide contract exists).

**Method 1 Example:** 4 desks and 3 desk chairs re-used on campus in surplus operations.

**STEP 1:** Determine the average cost for the 4 desks and 3 desk chairs from relevant system wide contracts (e.g. average cost of desk is \$2000 each, average cost of chair is \$1,500 each).

**STEP 2.** Sum the product cost of the items (4 x \$2,000) + (3 x \$1,500) = \$12,500

**STEP 3.** Include the market value of the goods in the numerator and denominator for the calculation for green spend;

$$\frac{\text{Green Spend purchase per category} + \$12,500}{\text{Addressable spend per category} + \$12,500} \times 100$$

## Method 2: Normalized Reduction in Purchase of Commodity Goods

### **Where:**

Product use (goods purchased) is a function of the number of staff/users.

**STEP 1.** Determine the quantity of goods purchased per driver in a baseline year:

#### **Equation:**

$$\frac{\text{Baseline quantity of goods consumed}}{\text{Baseline quantity of driver}}$$

#### **For example:**

$$\frac{\text{Baseline \# reams of copy paper purchased}}{\text{Baseline \# Full Time Equivalent staff}}$$

$$\frac{\text{Baseline \# gallons of cleaning products purchased}}{\text{Baseline \# square feet of cleaned space}}$$

**STEP 2.** Determine the quantity of goods purchased per driver in the current year using equations as above:

#### **Equation:**

$$\frac{\text{Current quantity of goods purchased}}{\text{Current quantity of driver}}$$

#### **For example:**

$$\frac{\text{Current \# reams of copy paper purchased}}{\text{Current \# Full Time Equivalent staff}}$$

$$\frac{\text{Current \# gallons of cleaning products purchased}}{\text{Current \# square feet of cleaned space}}$$

**STEP 3.** Determine the total difference in the quantities of goods purchased between the baseline and current years (savings) using the following equation:

#### **Equation:**

Current quantity of driver x (Baseline quantity of goods per driver - Current quantity of goods per driver)

#### **Example:**

Paper: Current number of FTEs x (Baseline number of reams of copy paper purchased per FTE - Current number of reams of copy paper purchased per FTE)

Cleaning: Current number of sq. ft. cleaned x (Baseline number of gallons of cleaning product purchased per sq. ft. cleaned - Current number of gallons of cleaning product purchased per sq. ft. cleaned)

**STEP 4.** Determine the value of savings based on the current market value of goods.

**STEP 5.** Include the current market value of goods in the numerator and denominator of the Green Spend calculation.

### **Where:**

Current market value of goods: is to be determined as the average price of the equivalent good available on system wide contracts (or an average market value of equivalents if no system wide contracts product available).

*Note that if the purchase of one commodity is replaced with purchase of a different (but similar) commodity, this should not be considered a reduction.*

**Method 2 Example (Using copy paper as example good):**

**STEP 1:** Determine the quantity of goods purchased per driver in baseline year

Baseline year: 2005/06 FY

Quantity of goods purchased: 500 reams of copy paper/year

Driver: 800 Full Time Equivalent staff

Number of reams of copy paper purchased per FTE:  $500/800 = .625$  reams per FTE

**STEP 2:** Determine the quantity of goods purchased per driver in current year

Current year: 2017/18 FY

Quantity of goods purchased: 500 reams of copy paper/year

Driver: 1500 Full Time Equivalent staff

Number of reams of copy paper purchased per FTE:  $500/1500 = .33$  reams per FTE

**STEP 3:** Determine savings per driver between baseline and current year

Current # FTEs x (reduction in reams per FTE) =  $1500 \text{ FTEs} \times (.625 \text{ reams per FTE} - .33 \text{ reams per FTE})$

= 421.5 reams of paper

**STEP 4:** Determine the average value of the savings/reduction

Average value of a ream of paper in UC contract: \$5

$\$5 \times 421.5 \text{ reams of paper} = \$2,107.5$

**STEP 5:** Add the value of the reduction to both the numerator and the denominator of the Green Spend equation for the product category

$$\frac{\text{Green Spend purchase per category} + \$2,107.5}{\text{Addressable spend per category} + \$2,107.5} \times 100$$

### Method 3: Replacement of disposables with reusables

If successful methods have been found to identify reuse numbers where disposables were the standard business as usual, the market value of these disposables may be used in Green Spend calculations. An example of this might be the use of reusable to-go containers at dining locations where reusables are “checked out,” so specific numbers of reusables are available.

In these cases, the value of the disposables displaced may be considered Green Spend and added to the numerator and the denominator for the Green Spend calculation. The process for calculating this is as follows:

**STEP 1.** Determine number of goods displaced.

**STEP 2.** Determine value of goods displaced per unit.

**STEP 3.** Calculate total value of goods displaced (number of goods displaced) x (value of goods displaced per unit)

**STEP 4.** Include the current market value of goods in the numerator and denominator of the Green Spend Calculation.

**Method 3 Example:**

For this example, a dining operation uses reusable to-go containers and tracks their usage. 500 reusable to-go containers are used in a year.

**STEP 1.** Determine number of goods displaced

From the example above, 500 to-go containers are displaced

**STEP 2.** Determine value of goods displaced per unit

Alternative compostable to-go containers cost \$0.20 each (on system wide or local contract).

**STEP 3.** Calculate total value of goods displaced

500 compostable to-go containers x \$0.20/container = \$100

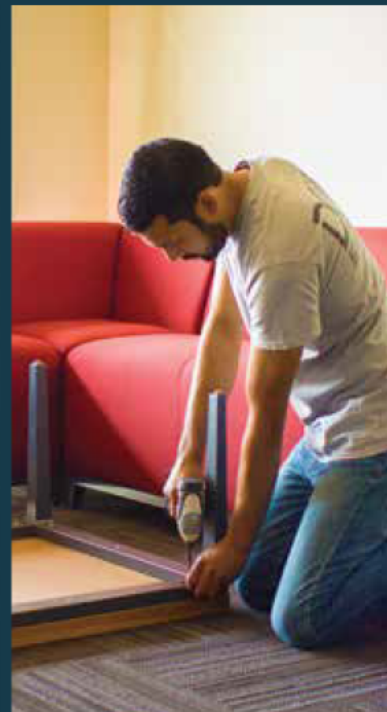
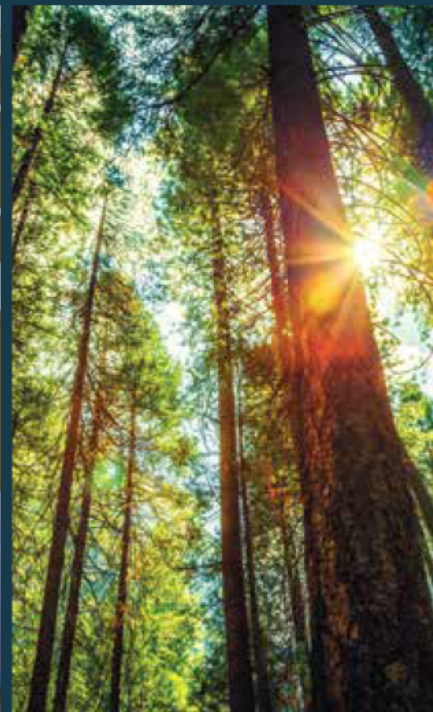
**STEP 4:** Add the value of the savings/reduction to both the numerator and the denominator of the Green Spend equation for the product category:

$$\frac{\text{Green Spend purchase per category} + \$100}{\text{Addressable spend per category} + \$100} \times 100$$



# 40 YEARS

Sustainable | Hardwood | Furniture



[www.dcifurn.com](http://www.dcifurn.com)

New Hampshire | California | North Carolina



# UC Specific Items

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## Bed with Ventilated Deck and Wood Rails

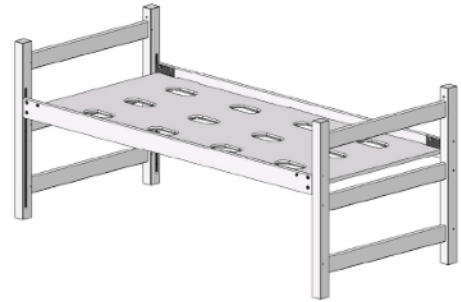
### Features

- 1 pc, ventilated with integrated ledge cuts for interlocking into bedrail
- Interchangeable with UCLA inventory
- Meets some CPSC guidelines

### Sizes

**ABD-UCLU-3885** 38 x 85 x 36"

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## Bed with Metal Spring

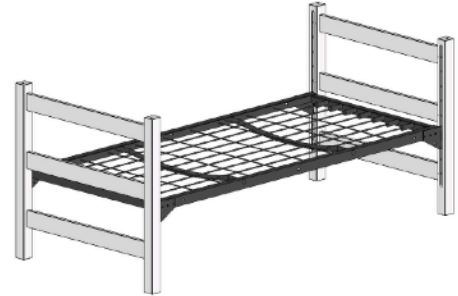
### Features

- Steel No-Sag Spring Hardwareless
- Interchangeable with UCSD inventory

### Sizes:

**ADB-UCSD-3685** 36 x 85 x 36"

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## Bed with Metal And Rails

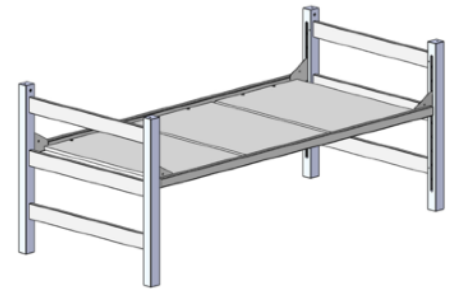
### Features

- 8 Position, 3" OC Hooks
- Bunking/lofting capable using included steel bunking pins
- Powder coated metal cross rails
- 3-piece plywood sleeping surface with silver powder coated, inverted tubular metal rails
- Interchangeable with UCI inventory

### Size

**ADB-UCIM-3985** 39 x 85 x 36"

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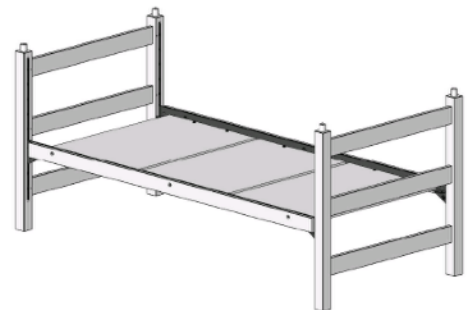
## Bed with Angle Iron and Wood Facia

### Features

- 8 Position, 3" OC Hooks
- Angle Iron bed rails with wood facia
- 3-piece plywood sleeping surface
- Interchangeable with UCSC inventory

### Size

**ADB-UCSB-3985** 39 x 85 x 36"



# UC Specific Items

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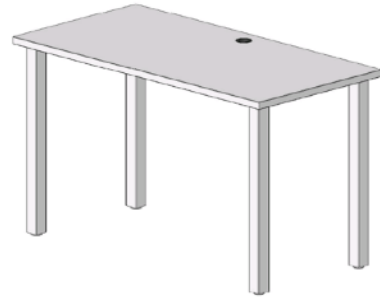
## Desk with 4 metal Legs

### Features

- HPL Top with solid wood internal edgeband

### Sizes

**K2506-42** 42W x 24D x 29"H



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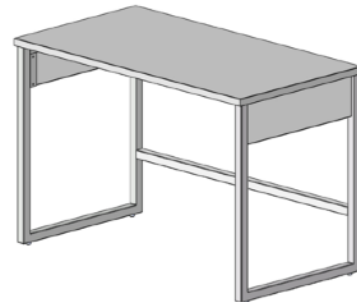
## Desk with Metal Sled Base

### Features

- Metal framed desk with silver power coat finish
- HPL top with internal solid wood edge band
- No kneehole drawer

### Sizes

**K2506-44-M-UCI-MEE19** 44x24x30



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## Mobile Pedestal with Lock Mechanism

### Features

- Three drawers with box, box, file configuration
- Gang lock to lock all three drawers with one user supplied padlock
- Solid maple construction with natural finish
- High pressure laminated top with internal solid maple edge band.
- Routed lip under front edge for ease of moving
- Metal drawer pulls with silver powder coat finish
- Four swivel casters
- Size: 15x21x27"

### Size

**K2500-M-UCI-MEE19** 15x21x27"





# UC Specific Items

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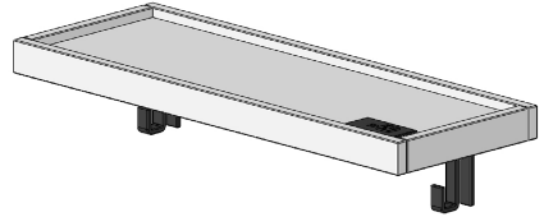
## Bunk Shelf

### Features

- Brackets to be adjusted to align shelf perpendicular to the bed end
- Flush mounted power/USB port located on end
- Removed drink holder
- Maple construction with natural finish

### Sizes

**BNKS-3111** 31 x 11 x 6”H



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## Mesa Wardrobe

### Features

- Center partition with full length door on left and short door with 3 drawers below on the right
- Right side has 2 adjustable shelves and clothes hanging rod.
- Left side has 3 adjustable shelves and clothes hanging rod.
- Left side has mirror on inside of door
- Door and drawers to have metal drawer pulls with silver powder coat finish
- Light on the inside, which automatically turns on upon opening
- Wardrobes to have power/USB outlet on the top (1/3 of the wardrobes only). Cords shall be long enough to reach new wall power outlet position beside the wardrobes
- Veneer-core side construction with natural finish
- Includes gang lock and hasp for the three drawers

### Sizes

**WRD-3D-UCI-76** 36 x 24 x 76”H



# Boulevard

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## Boulevard Bed

### Features

- Contemporary design
- Dovetail drawers with 100lb test, epoxy-coated runners
- Option to remove headboard panel for extra storage

### Sizes

Single (Single Drawer) **SBD-BLVD-3848** 38W x 84D x 42"H

Full - **FBD-BLVD-5779** 57W x 79D x 42"H

Full-XL **FBD-BLVD-5779**- 57W x 84D x 42"H



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## Boulevard Desk

### Features

- Solid wood construction w/ 2" Solid wood top
- Floating pedestal available in left or right configuration
- Prism drawer pulls

### Sizes

DSK-BLVD-3624 36 x 24 x 30"H

DSK-BLVD-4224 42 x 24 x 30"H



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## Boulevard Desk Chair

### Features

- Solid wood construction
- Tapered legs
- Available as dining chair in counter height

### Sizes

DC-BLVD-1820 18Lx20Wx33H



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## Boulevard Nightstand

### Features

- Solid wood construction w/ 2" Solid wood top
- Available in 2-drawer option

### Sizes

NS-BLVD-1616 16W x 16D x 24"H



# Mariana

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## Mariana Bed

### Features

- Solid hardwood

### Sizes

**BD-MAR-5779** 57W x 79D x 42"H



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## Mariana Desk

### Features

- Solid hardwood
- HPL Top
- Choice of drawer pull
- Two equal drawer or single drawer

### Sizes

**DSK-MAR-4224** 42 x 24 x 30"H



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## Mariana Dresser

### Features

- Solid hardwood
- HPL Top
- Choice of drawer pull
- Two equal drawer or single drawer
- Available as 3-drawer chest

### Sizes

**CHT-MAR-5424** 30 x 24 x 30"H

**DRS-MAR-5424** 54 x 24 x 30"H



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## Mariana Nightstand

### Features

- Solid hardwood
- HPL Top
- Choice of drawer pull
- Two equal drawer or single drawer

### Sizes

**NS-MAR-1916** 19W x 16D x 24H



# Paseo

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## Paseo Bed

### Features

- Contemporary design
- Dovetail drawers with 100lb test, epoxy-coated runners
- Option to remove headboard panel for extra storage

### Sizes

K3730-TW-BP	38W x 78D x 42H"
K3730-FL-BP	56W x 78D x 42H"
K3730-FLXL-BP	57W x 80D x 42H"



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## Paseo Desk

### Features

- Solid wood construction w/ 2" Solid wood top
- Floating pedestal available in left or right configuration
- Prism drawer pulls

### Sizes

DSK-PASEO-4224	42W x 24D x 30H"
DSK-PASEO-4524	45W x 24D x 30H"



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## Paseo Dresser

### Features

- Solid wood construction w/ 2" Solid wood top
- Modern Design

### Sizes

CHST-PAS4-2620	26W x 20D x 30H"
CHST-PAS4-3620	36W x 20D x 30H"



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## Paseo Nightstand

### Features

- Solid wood construction w/ 2" Solid wood top
- Available in 2-drawer option

### Sizes

<b>K1692</b>	19W x 16D x 24H
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# Dimilla

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## Bed

### Features

- Low Profile, Modern.
- Solid Wood Side panels
- Low Profile Metal Legs

### Sizes

**DIM-BD-7555** 76W x 55D x 36”H (Standard Full)

**5D-DIM-8262** 82W x 62D x 36”H (Queen)



## Desk

### Features

- Tab drawer pulls
- Solid wood side panels and drawer fronts
- Available with single drawer
- Overlaid drawers with ball bearing runners

### Sizes

**DSK-DIM-3624** 36W x 24D x 30”H

**DSK-DIM-4224** 42W x 24D x 30”H

**DSK-DIM-4824** 48W x 24D x 30”H



## 5-Drawer Chest

### Features

- Tab drawer pulls
- Solid wood side panels and drawer fronts
- Available as 3-drawer chest

### Sizes

32W x 18D x 48H”      5D-DIM-3218

32W x 24D x 48H”      5D-DIM-3224



## 8-Drawer Dresser

### Features

- Tab drawer pulls
- Solid wood side panels and drawer fronts

### Sizes

56W x 18D x 36”H      8D-DIM-5618



# Martinez

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## Martinez Bed

### Features

- Contemporary design
- Can be paired with underbed storage for modern look.
- Solid wood or metal side rails

### Sizes

- 42W x 82.25D x 37H" ID: K3740-SWR-TW
- 60W x 82.25D x 37H" ID: K3740-SWR-FL



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## Martinez Desk

### Features

- Lower overall height to accommodate laptop use
- Designed for mobile pedestal to be placed under work surface
- Shelf and pull out work surface

### Sizes

- |          |                  |
|----------|------------------|
| K2516-36 | 36W x 24D x 29H" |
| K2516-42 | 42W x 24D x 29H" |
| K2516-48 | 48W x 24D x 29H" |



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## Martinez Chest

### Features

- Solid wood side panels and drawer fronts. HPL Top
- Available in 18" Depth

### Sizes

- |              |                  |
|--------------|------------------|
| 3D-1610-3024 | 30W x 24D x 38H" |
| 3D-1610-3224 | 32W x 24D x 38H" |
| 3D-1610-3624 | 36W x 24D x 38H" |



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## Martinez Chest

### Features

- Solid wood side panels and drawer fronts. HPL Top
- Metal Feet

### Sizes

- |              |              |
|--------------|--------------|
| 6D-1610-5424 | 54 x 24 x 30 |
|--------------|--------------|



# Mission

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## Mission Bed

### Features

- Metal Spring with solid wood facia
- Durable hardwood Frame with Mortis and Tenon

### Sizes

**N3002** 39W x 84 x 47H



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## Mission Desk

### Features

- Classic Mission Design
- Hardwood Construction
- Optional Castors

### Sizes

**N2002** 48W x 24D x 30H"



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## Mission Underbed

### Features

- Optional Castors
- Designed to be paired with Mission Bed

### Sizes

**K1040** 36x24x19





# Acero

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## Acero Bed

### Features

- Modern design with metal accents
- Bunkable
- Bed deck height is easily adjustable without tools
- Tubular steel side rails

### Sizes



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## Acero Desk

### Features

- HPL Top
- Tubular steel metal base
- Solid wood side panels
- Designed to be paired with low pedestal

### Sizes

KM4224	42W x 24D x 30H"
KM4524	45W x 24D x 30H"
KM4824	48W x 24D x 30H"



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## Acero Underbed

### Features

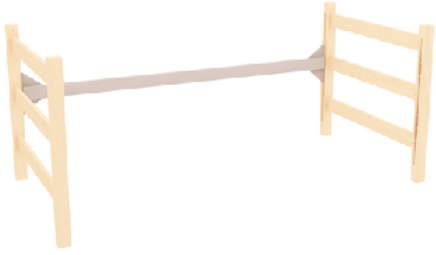
- Solid Hardwood side panels
- HPL Drawer fronts for contrasting color
- Prism metal drawer pull

### Sizes





## Beds



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### Quick Lock 3900 Loft Kit

#### Features

- Will loft any K3900 series bed
- Kit = (2) Bed Ends + (1) Stabilizer Rail

#### Sizes

38.5W x 84.5D x 36H" ID: LK-3900



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### The Junior

#### Features

- Bed deck height is adjustable without tools
- Inverted metal rails for maximum clearance under bed
- 54" tall bed ends for ease of lofting (less components)

#### Sizes

38.5W x 84.5D x 54H" ID: K3990



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### Adjustable Steel

#### Features

- Bunkable and Loftable
- Bed deck height is easily adjustable with out tools

#### Sizes

37.5W x 83.5D x 37H" ID: K3800

## Beds



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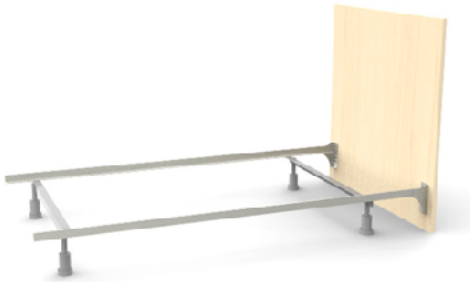
### Brunswick

**Features:**

- Tool-Free Assembly (Requires No Hardware)
- Storage headboard

**Available Sizes:**

41W x 90D x 36H" ID:B3038



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### Campus

**Features:**

- Economical
- Easy to Set up and Store

**Available Sizes:**

42W x 77.5D x 42H" ID: K3745-TW-M & L3063

60W x 77.5D x 42H" ID: K3745-FL-M & L3063

66W x 77.5D x 42H" ID: K3745-QN-M & L3063



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### Terrace

**Features:**

- Contemporary design
- Can be paired with underbed storage for modern look.
- Accommodates full range of mattress sizes

**Available Sizes:**

36.5W x 80.75D x 35H" ID: K3845-TW

54.5W x 80.75D x 35H" ID: K3845-FL

60.5W x 80.75D x 35H" ID: K3845-QN

## Desks



### Santa Cruz

**Features:**

- Solid wood drawer fronts
- Tubular Steel frame, powder coated
- Low pedestal can be placed under work surface

**Available Sizes:**

42W x 24D x 30H"	ID: K2473-42
45W x 24D x 30H"	ID: K2473-45
48W x 24D x 30H"	ID: K2473-48



### Campus

**Features:**

- Solid wood side panels and tops
- Left or Right pedestal configuration
- Multiple drawer and keyboard tray configurations
- Locking hasps and swivel locks available on all drawers
- Available veneer core plywood side panels

**Available Sizes:**

42W x 24D x 30H"	ID: C2264-42
48W x 24D x 30H"	ID: C2264-48



### Brunswick

**Features:**

- Solid wood
- Modesty panel hides wires
- Low pedestal can be placed under work surface

**Available Sizes:**

36W x 24D x 30H"	ID: C2276-36
42W x 24D x 30H"	ID: C2276-42
45W x 24D x 30H"	ID: C2276-45
48W x 24D x 30H"	ID: C2276-48



### Flexi

**Features:**

- Matching desk and pedestal height
- Pull out work surface
- Desk and Pedestal combined width of 48" is ideal for under loft configuration.

**Available Sizes:**

30W x 24D x 30H"	ID: Desk – KS3024
18W x 24D x 30H"	ID: Pedestal – KD1824

## Desks



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### NYU

**Features:**

- Solid wood
- Built in pedestal
- Multiple drawer and keyboard tray configurations
- Locking hasps and swivel locks available on all drawers

**Available Sizes:**

42W x 24D x 30H" ID: K2477-42  
48W x 24D x 30H" ID: K2477-48

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### Praire

**Features**

- Will loft any K3900 series bed
- Kit = (2) Bed Ends + (1) Stabilizer Rail

**Sizes**

38.5W x 84.5D x 36H" ID: LK-3900

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### Acero with Drawer and Tab Pull

**Features:**

- Overlaid, solid wood drawer fronts
- Low profile drawer tab drawer pull
- Easy to move
- Rectangle Tubular Steel frame, powder coated
- Low Maintenance

**Sizes:**

42W x 24D x 30H" ID: DSK-DIM-4224  
48W x 24D x 30H" ID: DSK-DIM-4824

## Pedestals



### Rover - 3 Equal Drawers

**Features:**

- Industrial Castors with 360-degree swivel
- 3 Equal Box Drawers
- Fits under standard writing tables with no drawers
- Maximizes work surface area when used with writing table

**Sizes:**

15W x 20D x 26.5H" ID: K2537-15

17W x 20D x 26.5H" ID: K2537-17



### Campus 1: 1 Box, Open Cubby

**Features:**

- Fits Under 30H" desk with drawers
- 1 Open Drawer, Open Cubby
- Maximizes work surface area when used with writing table

**Sizes:**

15W x 20D x 23H" ID: K2350-15

17W x 20D x 23H" ID: K2350-17



### Campus 2: 1 Box, 1 File

**Features:**

- Fits Under 30H" desk with drawers
- 1 File Drawer, 1 Box Drawer

**Sizes:**

15W x 20D x 23H" ID: K2517-15

17W x 20D x 23H" ID: K2517-17

## Pedestals



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### Newsroom: 1 Box, 1 Drawer, Pull Out

**Features:**

- Pull Out Work Surface
- 1 Box Drawer, 1 Door
- Door with internal hinges

**Available Sizes:**

15W x 20D x 26.5H" ID: K2399-15-PPU

17W x 20D x 26.5H" ID: K2399-17-PPU



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### Newsroom: 1 Box, Open Shelf, Pull Out

**Features:**

- Pull out work surface
- 1 Box Drawer, One Shelf
- Shelf to help organize

**Available Sizes:**

15W x 20D x 26.5H" ID: K2350-15-PPU

17W x 20D x 26.5H" ID: K2350-17-PPU

## Chests, Dressers and Stackables



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### Stackmaster 1-Drawer

**Features:**

- Stacks 3 high to match desk height
- Interlocking design allows for secure stacking without hardware
- Integral hand holds for easy fitting

**Available Sizes:**

25W x 24D x 10H"	STK-1D-1500-2510
25W x 24D x 16H"	STK-1D-1500-2516
30W x 24D x 10H"	STK-1D-1500-3010
30W x 24D x 16H"	STK-1D-1500-3016



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### Stackmaster 2-Drawer

**Features:**

- Can be stacked 2 or 3 high, or stored under standard height Bed for versatility
- Interlocking design allows for secure stacking without hardware
- Integral hand holds for easy fitting
- Seamlessly pairs with our cubby storage unit

**Available Sizes:**

25W x 24D x 16H"	STK-2D-1500-25
30W x 24D x 16H"	STK-2D-1500-30
36W x 24D x 16H"	STK-2D-1500-36



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### Campus - 3 Drawer Chest

**Features:**

- 36" chest Fits side by side with 42" desk in under loft configuration
- 32" chest Fits side by side with 45" desk in under loft configuration
- 30" chest Fits side by side with 48" desk in under loft configuration

**Available Sizes:**

30W x 18D x 30H"	CHST-3D-1500-3018
30W x 24D x 30H"	CHST-3D-1500-3024
32W x 24D x 30H"	CHST-3D-1500-3224
36W x 24D x 30H"	CHST-3D-1500-3624

## Chests, Dressers and Stackables



### Campus - 2 Drawer Underbed (Long)

**Features:**

- Ideal for use with bunk beds to maintain lowest bed deck height setting. Available either 40" or 72" wide

**Available Sizes:**

- 40W x 24D x 10H" ID: C3493-40
- 72W x 24D x 10H" ID: C3493-72



### Campus - 2 Drawer Underbed Storage

**Features:**

- Simple, efficient storage. Non-stackable

**Available Sizes:**

- 40W x 24D x 17H" ID: K3316



### Campus - 4 Drawer Chest

**Features:**

- 36" chest Fits side by side with 42" desk in under loft configuration
- 32" chest Fits side by side with 45" desk in under loft configuration
- 30" chest Fits side by side with 48" desk in under loft configuration

**Available Sizes:**

- 30W x 18D x 38H" ID: 4D-1505-3018
- 30W x 24D x 38H" ID: 4D-1505-3024
- 32W x 18D x 38H" ID: 4D-1505-3218
- 32W x 24D x 38H" ID: 4D-1505-3224



### Campus - 5 Drawer Chest

**Features:**

- Same as 4-Drawer

**Available Sizes:**

- 30W x 18D x 48H" ID: 5D-1505-3018
- 30W x 24D x 48H" ID: 5D-1505-3024
- 32W x 18D x 48H" ID: 5D-1505-3218
- 32W x 24D x 48H" ID: 5D-1505-3224



## Chests, Dressers and Stackables



### Flexi 3-Drawer

**Features:**

- Height is level with Flexi-Desk for extended work surface
- 36" chest Fits side by side with 42" desk in under loft configuration
- 32" chest Fits side by side with 45" desk in under loft configuration
- 30" chest Fits side by side with 48" desk in under loft configuration

**Available Sizes:**

30W x 24D x 30H"	ID: 3D-1510-3024-CPU
32W x 24D x 30H"	ID: 3D-1510-3224-CPU
36W x 24D x 30H"	ID: 3D-1510-3624-CPU



### Campus Single Drawer

**Features:**

- Simple, efficient storage. Non-stackable

**Available Sizes:**

40W x 24D x 15H"	K3795
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### Campus Organizer

**Features:**

- Simple, efficient storage. Non-stackable

**Available Sizes:**

40W x 13D x 15H"	K3794
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# Nightstands



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## 2 in 1 Cubby

### Features:

- Can be Stored Under Bed or pulled out as nightstand
- Offers students layout flexibility
- Solid hardwood side panels
- High-Pressure laminate top and bottom
- Case construction utilizes glued dowels and Metal to metal connectors
- 1/4" veneer core plywood back panels, screwed and in dado groove

### Available Sizes:

16W x 16D x 21H"

ID: K3920



---

## Campus 1 Drawer

### Features:

- High-Pressure laminate top
- Solid Hardwood cross rail supports, doweled, glued, and screwed into sides
- Solid hardwood drawer fronts
- Side mounted, 100lb test, epoxy-coated steel runners

### Available Sizes:

19W x 16D x 24H"

ID: C1132

19W x 20D x 24H"

ID: C1134

24W x 16D x 24H"

ID: C1136

24W x 20D x 24H"

ID: C1138



---

## Campus 2 Drawer

### Features:

- High-Pressure laminate top
- Solid Hardwood cross rail supports, doweled, glued, and screwed into sides
- Solid hardwood drawer fronts
- Side mounted, 100lb test, epoxy-coated steel runners

### Available Sizes:

19W x 16D x 24H"

ID: C1131

19W x 20D x 24H"

ID: C1133

24W x 16D x 24H"

ID: C1135

24W x 20D x 24H"

ID: C1137

# Bookcases and Study Carrels

## Paseo Bookcase



### Features:

- Solid wood top and side panels
- Adjustable Leveling Glides

### Available Sizes:

- 41W x 14D x 26"H ID: K1578

## 5 Shelf Bookcase



### Features:

- Available with Solid Wood or Veneer Core Plywood Side Panels
- Two Adjustable Shelf and Three Fixed Shelves
- Solid Hardwood cross rail supports, doweled and screwed into sides

### Available Sizes:

- 24W x 12D x 72H" ID: C7074-24
- 30W x 12D x 72H" ID: C7074-30
- 36W x 12D x 72H" ID: C7074-36
- 40W x 12D x 72H" ID: C7074-40

## 4 Shelf Bookcase



### Features:

- Available with Solid Wood or Veneer Core Plywood Side Panels
- Two Adjustable Shelf and Two Fixed Shelves
- Solid Hardwood cross rail supports, doweled and screwed into sides

### Available Sizes:

- 24W x 12D x 48H" ID: C7072-24
- 30W x 12D x 48H" ID: C7072-30
- 36W x 12D x 48H" ID: C7072-36
- 40W x 12D x 48H" ID: C7072-40

# Bookcases and Study Carrels

## 3 Shelf Bookcase



### Features:

- Solid Wood Side Panels
- Two Adjustable Shelves and One Fixed Shelf
- Solid Hardwood cross rail supports, doweled and screwed into sides

### Available Sizes:

- 24W x 12D x 36H" ID: C7070-24
- 30W x 12D x 36H" ID: C7070-30
- 36W x 12D x 36H" ID: C7070-36
- 40W x 12D x 36H" ID: C7070-40

## Library Carrel



### Features:

- Available with Solid Wood or Veneer Core Plywood Side Panels
- Solid Hardwood cross rail supports, doweled and screwed into sides
- ¼" or ½" veneer core plywood back panels, screwed and in dado groove

### Available Sizes:

- 40W x 24D x 24H" ID: K2426-WB-40
- 43W x 24D x 24H" ID: K2426-WB-43
- 46W x 24D x 24H" ID: K2426-WB-46

## Study Carrel - 4 Shelves, Wood Back



### Features:

- Available with Solid Wood or Veneer Core Plywood Side Panels
- Solid Hardwood cross rail supports, doweled and screwed into sides
- ¼" or ½" veneer core plywood back panels, screwed and in dado groove

### Available Sizes:

- 40W x 12D x 36H" ID: B2008-CB-40
- 43W x 12D x 36H" ID: B2008-CB-43
- 46W x 12D x 36H" ID: B2008-CB-46

## Bookcases and Study Carrels

### Study Carrel - Open Back and Monitor Shelf



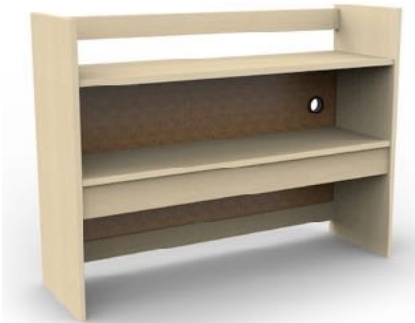
#### Features:

- Available with Solid Wood or Veneer Core Plywood Side Panels
- Solid Hardwood cross rail supports, doweled and screwed into sides
- ¼" or ½" veneer core plywood back panels, screwed and in dado groove

#### Available Sizes:

- 40W x 12D x 24H" ID: C2243-OB-40
- 43W x 12D x 24H" ID: C2243-OB-43
- 46W x 12D x 24H" ID: C2243-OB-46

### Study Carrel - 2 Shelves and Cork Tackboard



#### Features:

- Available with Solid Wood or Veneer Core Plywood Side Panels
- Solid Hardwood cross rail supports, doweled and screwed into sides
- Tack board under shelf
- Grommet located above shelves and in tackboard

#### Available Sizes:

- 40W x 12D x 36H" ID: C2293-CB-40
- 43W x 12D x 36H" ID: C2293-CB-43
- 46W x 12D x 36H" ID: C2293-CB-46

### Study Carrel - Radius Sides



#### Features:

- Available with Solid Wood or Veneer Core Plywood Side Panels
- Solid Hardwood cross rail supports, doweled and screwed into sides
- Fabric cover, tack board under shelf
- Grommet located above shelf and in tackboard

#### Available Sizes:

- 40W x 12D x 24H" ID: K2425-FB-40
- 43W x 12D x 24H" ID: K2425-FB-43
- 46W x 12D x 24H" ID: K2425-FB-46

# Bookcases and Study Carrels

## Study Carrel - Fabric Tackboard



### Features:

- Available with Solid Wood or Veneer Core Plywood Side Panels
- Solid Hardwood cross rail supports, doweled and screwed into sides
- Grommet located above shelf
- ¼" or ½" veneer core plywood back panels, screwed and in dado groove

### Available Sizes:

- 40W x 12D x 24H" ID: C2284-FB-40
- 43W x 12D x 24H" ID: C2284-FB-43
- 46W x 12D x 24H" ID: C2284-FB-46

## Study Carrel - Open Back



### Features:

- Available with Solid Wood or Veneer Core Plywood Side Panels
- Solid Hardwood cross rail supports, doweled and screwed into sides
- Grommet located above shelf
- ¼" or ½" veneer core plywood back panels, screwed and in dado groove

### Available Sizes:

- 40W x 12D x 24H" ID: C2284-OB-40
- 43W x 12D x 24H" ID: C2284-OB-43
- 46W x 12D x 24H" ID: C2284-OB-46

# Wardrobes

## Kozmo 72



**Features:**

- Lower Shoe Shelf
- Adjustable shelving
- Center partition
- 3 Drawers for storage

**Available Sizes:**

- 36W x 24D x 72H" ID: WRD-2D-3639-3672
- 42W x 24D x 72H" ID: WRD-2D-3639-4272

## Kozmo 56



**Features:**

- Will fit under bed in loft configuration
- Adjustable shelving
- Center partition
- 3 Drawers for storage

**Available Sizes:**

- 36W x 24D x 56H" ID: WRD-2DR-4210-3656
- 42W x 24D x 56H" ID: WRD-2DR-4120-4256

## The Sequoia



**Features:**

- Pairs with overhead storage cubby
- 1 hat shelf
- 2 adjustable shelves
- 1 partial drawer
- 1 full width drawer one full one on right side

**Available Sizes:**

- 36W x 24D x 90H" ID: WRD-2DR-4270-36
- 42W x 24D x 90H" ID: WRD-2DR-4270-42

# Wardrobes

## The Tower



### Features:

- Adjustable shelving
- Center partition
- 4 Drawers for storage

### Available Sizes:

- 36W x 24D x 72H" ID: WRD-2DR-4230-3672
- 42W x 24D x 72H" ID: WRD-2DR-4230-4272

## Versa



### Features:

- 56"H will fit under bed in loft configuration
- Adjustable shelving
- Center partition
- 1 Drawers for storage

### Available Sizes:

- 36W x 24D x 56H" ID: WRD-2DR-4200-3656
- 42W x 24D x 56H" ID: WRD-2DR-4200-4256
- 36W x 24D x 72H" ID: WRD-2DR-4200-3672
- 42W x 24D x 72H" ID: WRD-2DR-4200-427

## Campus



### Features:

- Open Storage
- Standard hat shelf

### Available Sizes:

- 30W x 24D x 56H" ID: WRD-2DR-4290-3056
- 36W x 24D x 56H" ID: WRD-2DR-4290-3656
- 42W x 24D x 30H" ID: WRD-2DR-4290-4256
- 30W x 24D x 72H" ID: WRD-2DR-4290-3072
- 36W x 24D x 72H" ID: WRD-2DR-4290-3672
- 42W x 24D x 72H" ID: WRD-2DR-4290-4272



# Wardrobes

## Campus - 1 Door, 1 Drawer



**Features:**

- 1 full width drawer
- Open storage area

**Available Sizes:**

- 20W x 24D x 72H" ID: WRD-2DR-4260-30
- 24W x 24D x 72H" ID: WRD-2DR-4260-36
- 28W x 24D x 72H" ID: WRD-2DR-4260-42

## Campus - 2 Drawer Insert



**Features:**

- Removable 2-Drawer Unit
- Open storage area

**Available Sizes:**

- 30W x 24D x 56H" ID: WRD-2DR-4220-30
- 36W x 24D x 56H" ID: WRD-2DR-4220-36
- 42W x 24D x 56H" ID: WRD-2DR-4220-42

## Campus - 2 Full Drawers



**Features:**

- 2 full width drawers
- Open storage area

**Available Sizes:**

- 36W x 24D x 56H" ID: WRD-2DR-4280-3656
- 42W x 24D x 56H" ID: WRD-2DR-4280-4256
- 36W x 24D x 72H" ID: WRD-2DR-4280-3672
- 42W x 24D x 72H" ID: WRD-2DR-4280-4272

# Wardrobes

## Campus - 3 Partial Drawers



### Features:

- 3 fixed drawer
- Open storage area

### Available Sizes:

- 36W x 24D x 56H" ID: WRD-2DR-4240-3656
- 42W x 24D x 56H" ID: WRD-2DR-4240-4256
  
- 36W x 24D x 72H" ID: WRD-2DR-4240-3672
- 42W x 24D x 72H" ID: WRD-2DR-4240-4272

## One Minute Folding Wardrobe



### Features:

- Folds down to 9.5" deep for efficient storage and shipping
- Tool free assembly
- Easy to move and warehouse when not in use

### Available Sizes:

- 30W x 24D x 72H" ID: WRD-2DR-4300-30
- 36W x 24D x 72H" ID: WRD-2DR-4300-36
- 42W x 24D x 72H" ID: WRD-2DR-4300-42

# Desk Chairs

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## Ergo

### Features:

- High grade components
- Non marking wheels
- Fabric or high grade plastic seat/back

### Available Sizes:

- 21W x 25D x 32H"



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## 2 Position Bent Plywood Chair

### Features:

- Solid Hardwood Side Components
- Construction utilizes glued mortise and tenon joints
- Solid hardwood cross rails
- Wood Seat and/or back

### Available Sizes:

- 19W x 26D x 34H" ID: K5200



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## Slat Back Chair

### Features:

- Solid Hardwood Components
- Construction utilizes glued mortise and tenon joints
- Solid hardwood cross rails
- Standard, Mid, and High Grade Fabric Options
- Available with Wood Seat

### Available Sizes:

- 18W x 20D x 38H" ID:K5300



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## Sled Base Chair with Arms

### Features:

- Solid Hardwood Side Components
- Construction utilizes glued mortise and tenon joints
- Solid hardwood cross rails
- Wood Seat and/or back

### Available Sizes:

- 22W x 22D x 32H" ID: C5005



## Cafe Table - Square



**Features:**

- High pressure laminate top
- Internal Edge banding
- Durable steel base with levelers

**Available Sizes:**

- 36W x 36D x 30"H      ID: K6267-36

## Cafe Table- Round



**Features:**

- High pressure laminate top
- Internal Edge banding
- Durable steel base with leveler

**Available Sizes:**

- 36" Round x 30H"      ID: K6289
- 42" Round x 30H"      ID: K6300
- 48" Round x 30H"      ID: K6290

## Cafe Table - Wood Base



**Features:**

- High pressure laminate top
- Internal Edge banding
- Solid Wood base with levelers

**Available Sizes:**

- 36W x 36D x 30"H      ID: K6267-38-SW

## Surf Board Table



### Features:

- Seating for 4 in tight spaces
- Tubular T-Legs with levelers

### Available Sizes:

- 30W x 48D x 30H" **ID: K6298**

## Trestle Table



### Features:

- High pressure laminate top
- Internal Edge banding
- Durable steel base with levelers

### Available Sizes:

- 36W x 60D x 30H" **ID: C6054-TBM**

## Harvest Table



### Features:

- Traditional Design
- Solid Hardwood Legs
- High Pressure Laminate Top

### Available Sizes:

- 36W x 36D x 30H" **ID: C6064**
- 36W x 48D x 30H" **ID: C6052**
- 36W x 60D x 30H" **ID: C6054**

## Boulevard Dining Table



### Features:

- Solid hardwood construction
- Choice of solid wood tops
- Tapered solid hardwood legs

### Size

36" Diameter x 30"H **BLVD-DIN-36**

## Tables and TV Stands

### Landfair Coffee Table



#### Features:

- Open for maximum storage.
- Legs can be powder coated silver, graphite, or custom color.
- Legs secured with heavy duty metal to metal fasteners.
- Solid wood or HPL top with PVC edge banding.

#### Available Sizes:

42W x 22D x 18H" ID: K6286

### Glen Mor Coffee Table



#### Features:

- Stylish end table with metal base and tapering legs
- Legs can be powder coated silver, graphite, or custom color
- Solid wood or HPL top

#### Available Sizes:

32W x 32D x 18H" ID: K6293

### Glen Mor TV Stand



#### Features:

- Modern design with plenty of storage.
- Grommet holes for wire management
- Solid wood or HPL top

#### Available Sizes:

48W x 18D x 25H" ID: K7408

### Paseo TV Stand



#### Features

- Solid hardwood side panels, top and drawer fronts
- Multi-functional space saver

#### Sizes

PAS4-422434 42W x 24D x 34H"

PAS4-482434 48W x 24D x 34H"

## Tables and TV Stands

### Campus TV Stand

**Features:**

- Traditional design
- Adjustable shelves
- High pressure laminate top
- Grommets for wire management

**Available Sizes:**

42W x 20D x 20H"

ID: T703

### Harvest Coffee Table

**Features:**

- Classic design with extra storage shelf and drawer.
- Solid wood or HPL top

**Available Sizes:**

48W x 20D x 16H" ID: K6224

### Berkeley Tables

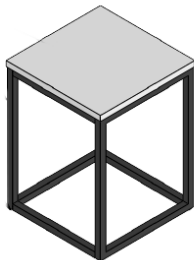
**Features:**

- Open for maximum storage.
- Multiple options for metal legs.
- Legs secured with heavy duty metal to metal fasteners.
- Wood or HPL top with PVC edge banding.

**Available Sizes:**

48W x 20D x 16H" Product ID: K6284

### Tuolumne End Table

**Features:**

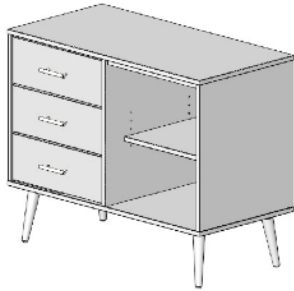
- Metal Base, HPL Top, PVC edge banding

**Sizes**

**K6298** 18"D x 18"W x 22"H

## Tables and TV Stands

### Boulevard TV Credenza



**Features:**

- Solid hardwood construction
- Solid wood tops or HPL Top
- Tapered solid hardwood legs
- Open area with adjustable shelf
- Ball Bearing drawer glides

**Size:**

**BLVD-TV-4618** 46x18x32"

### Boulevard End Table

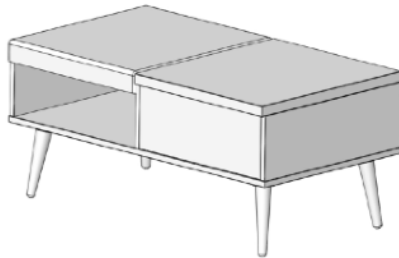


**Features:**

- Solid hardwood construction with natural Cherry finish
- Solid wood top
- Tapered solid hardwood legs

**BLVD-END-1818** Size: 18x18x22"

### Boulevard Ottoman Coffee Table



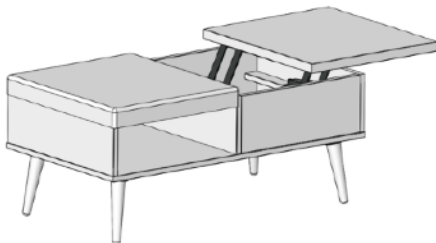
**Features:**

- Hardwood construction
- Tapered solid hardwood legs
- Open cubby with center partition for added support
- Cushion top with fabric / Solid Wood Top

**Size:**

**BLVD-OTM-4022** 40x22x18"

### Boulevard Ottoman w/ Riser Top



**Features:**

- Hardwood construction
- Lift top surface on one half and cushioned top on other half
- Tapered solid hardwood legs
- Open cubby with center partition for added support
- Cushion top with fabric / Solid Wood Top

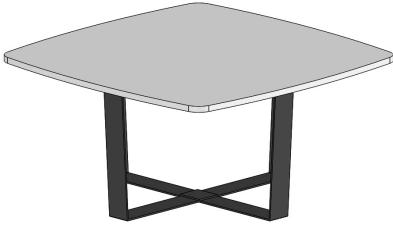
**Size:**

**BLVD-OTM-RT-4022** 40x22x18"



## Tables and TV Stands

### Square Coffee Table with Metal Base



**Features:**

- Square top
- Solid wood top
- Powder coated black metal strap legs

**Size:**

**CLE-COF-3636** 36x36x18"

### End Table with Metal Base

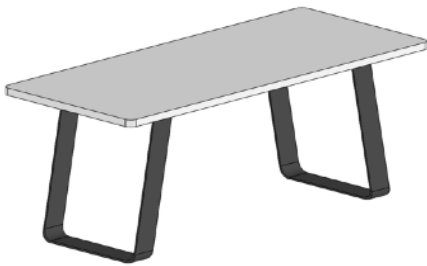


**Features:**

- Square top
- Solid wood top
- Powder coated black metal strap legs

**CLE-END-4618** 28x28x18"

### Coffee Table with Metal Base

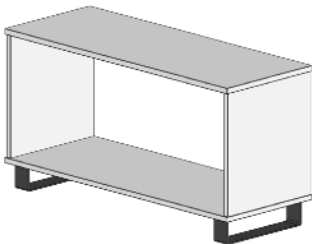


**Features:**

- Square top
- Solid wood top
- Powder coated black metal strap legs

**CLE-COF2-4618** 42x18x17"

### Media Cabinet with Short U-shaped legs



**Features:**

- Maple high pressure laminate top
- Powder coated u shaped legs

**CLE-MED-4216** 42x16x22"

## Tables and TV Stands

### Mission End



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**Features:**

- Designed in Mission style.
- Solid wood or HPL top

**Available Sizes:**

27W x 27D x 20H" ID: N6069

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### Mission Coffee



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**Features:**

- Classic Mission Style
- Extremely Durable

**Available Sizes:**

48W x 20D x 16H"

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### Skoshi Nesting Tables



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**Features:**

- Solid wood, multi-functional space saver

**Available Sizes:**

18W x 18D x 18H" ID: K6229

14W x 14D x 16H" ID: K6231

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# Standard Finishes and Drawer Pulls



SL



G



GRF



B

## Metal Option Codes

Silver	SL
Grey	G
Graphite	GRF
Black	B
Custom Powder Coat	CPC



Prism



Crescent



Silver Bow



Oval Inlay



Milan



Center Inlay



Campus



Half Moon



## Drawer Pull Codes

Prism	PR
Crescent	CRS
Steel Bow	SB
Oval Inlay	OI
Milan	MI
Center Inlay	CI
Campus	CA
Berkeley	BR



346  
Natural Oak



9092  
Hard Rock Maple



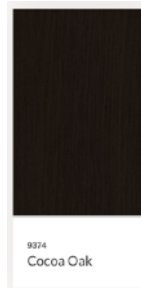
7012  
Amber Maple



7737  
Natural Cherry



7739  
Cocoa Maple



9374  
Cocoa Oak



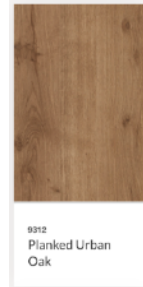
6430  
Washed Knotty  
Ash



118  
Finnish Oak



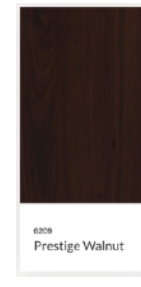
9906  
Wild Cherry



9312  
Planked Urban  
Oak



3495  
Black Walnut



6309  
Prestige Walnut



# SOFT SEATING



[www.dcifurn.com](http://www.dcifurn.com)

New Hampshire | California | North Carolina



*Shown with Boulevard Side and Ottoman*

Item	Dimensions	ID
Boulevard 2-Seat Sofa	54W x 30D x 32'H	K5198
Boulevard 3-Seat Sofa	72W x 30D x 32'H	K5199
Boulevard Side Chair (Wood Frame)	28W x 35D x 32'H	K5216-WA
Boulevard Sectional	51W x 30D x 32'H	K5178

Hardwood and Plywood Internal Frame, Bent Plywood Arms, 2.0 Density Foam  
 TB-117-13 Compliance. Meet California fire safety standards  
 Meets CA-TB-133 at additional costs





*Shown with Berkeley Side and Coffee Tables*

Item	Dimensions	ID
2-Seat Sofa	54W x 30D x 32'H	K5198
3-Seat Sofa	72W x 30D x 32'H	K5199
Lounge Chair	28W x 35D x 32H"	K5216-WA
L/R Setee	51W x 30D x 32'H	K5178
Corner Unit	30W x 30D x 32H"	K5176

Hardwood and Plywood Internal Frame, Bent Plywood Arms, 2.0 Density Foam  
 TB-117-13 Compliance. Meet California fire safety standards  
 Meets CA-TB-133 at additional costs



*Shown with Glen Mor Tables*

Item	Dimensions	ID
Loveseat	60W x 33D x 32'H	K5218
3-Seat Sofa	92W x 33D x 32'H	K5214
Lounge Chair	28W x 35D x 32"H	K5216
Settee	49W x 30D x 32'H	K5213
L/R Settee	53W x 30D x 32'H	K5211 / K5220
Corner Unit	30W x 30D x 32H"	K5210
Ottoman (sm)	24w x 27D x 20"H	K5215
Ottoman (lg)	32w x 32D x 20"H	K5217

Hardwood and Plywood Internal Frame, Bent Plywood Arms, 2.0 Density Foam  
 TB-117-13 Compliance. Meet California fire safety standards  
 Meets CA-TB-133 at additional costs





*Shown with Landfair Tables*

Item	Dimensions	ID
2-Seat Sofa	60W x 34D x 36'H	LNG-BRZ2-8035
3-Seat Sofa	80W x 34D x 36'H	LNG-BRZ3-8035
Lounge Chair	37W x 34D x 36H"	LNG-BRZ1-8035

Hardwood and Plywood Internal Frame, Bent Plywood Arms, 2.0 Density Foam  
 TB-117-13 Compliance. Meet California fire safety standards  
 Meets CA-TB-133 at additional costs





Item	Dimensions	ID
Lounge Chair no arms	24 x 31 x 31	LNG-SP1-2431
Right Tablet Arm	36 x 32 x 31	LNG-SPRTA-3632
Left Tablet Arm	36 x 32 x 31	LNG-SPLTA-3632

Hardwood and Plywood Internal Frame, Bent Plywood Arms , 2.0 Density Foam  
 TB-117-13 Compliance. Meet California fire safety standards  
 Meets CA-TB-133 at additional costs



Item	Dimensions	ID
Cabrillo Lounge Chair	32 x 36 x 33	LNG-CB1-3236
Cabrillo Lounge Chair Right Arm Lounge	36 x 36 x 33	LNG-CBRA-3636
Cabrillo Lounge Chair Left Arm Lounge	36 x 36 x 33	LNG-CBLA-3636
Cabrillo Lounge Chair Two Seat Lounge	67 x 36 x 33	LNG-CB2-6736

Hardwood and Plywood Internal Frame, Bent Plywood Arms , 2.0 Density Foam  
 TB-117-13 Compliance. Meet California fire safety standards  
 Meets CA-TB-133 at additional costs



Item	Dimensions	ID
Nelson Sofa	82 x 38 x 38	LNG-N3-8238
Nelson Loveseat	57 x 38 x 38	LNG-N2-5738
Nelson Lounge Chair	33 x 38 x 38	LNG-N1-3338

Hardwood and Plywood Internal Frame, Bent Plywood Arms , 2.0 Density Foam  
 TB-117-13 Compliance. Meet California fire safety standards  
 Meets CA-TB-133 at additional costs