

Region 4 Education Service Center (ESC)

Contract # R2211-04

for

Wall System Solutions

with

Loftwall, Inc.

Effective: January 1, 2023

The following documents comprise the executed contract between the Region 4 Education Service Center and Loftwall, Inc. effective January 1, 2023:

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

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of , 2022 by and between Loftwall, Inc.
("Contractor") and Region 4 Education Service Center

_____ ("Region 4 ESC") for the purchase of Wall System Solutions ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 22-11_ for Wall System Solutions ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any 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") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) **Termination for Cause.** If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) **Delivery/Service Failures.** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) **Standard Cancellation.** Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) **Licenses**. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) **Survival Clause**. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) **Delivery**. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) **Inspection & Acceptance**. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) **Payments**. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) **Price Adjustments**. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) **Audit Rights**. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

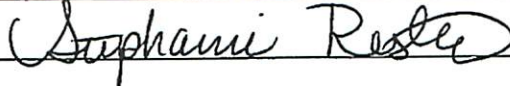
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Loftwall, Inc.
Address 2617 N Great Southwest Pkwy Ste 100
City/State/Zip Grand Prairie, TX 75050
Telephone No. 214-239-3162
Email Address Srestivo @ loftwall.com
Printed Name Stephanie Restivo
Title VP of Sales
Authorized signature 

Accepted by Region 4 ESC:

Contract No. R2211-04

Initial Contract Term 1/1/2023 to 12/31/2025


Region 4 ESC Authorized Board Member

10/25/2022
Date

Carmen T. Moreno
Print Name

Region 4 ESC Authorized Board Member

10/25/2022
Date

Victor E. White
Print Name

RFP 22-11 Wall System Solutions

Loftwall:

1. Appendix B:
 - a. Wall Systems – Please clarify that Loftwall has provided their full catalog offering. Include any Value Add options.
 - b. Supplemental Services – Include dealer listing.
 - c. Coordination – Provide detail into the service options provided by Loftwall and dealers include related fees.
2. Region 4 is unable to accept the below-mentioned language, “Orders over \$5, 000 net require a 50% deposit.”

xii Q: Describe payment methods and terms offered.

A: Unless otherwise arranged, payment is due once order is invoiced. Customers can pay via credit card, check or ACH. Net 30 terms can be offered if the customer completes a credit application and is approved. If the purchaser is not utilizing net 30 terms, orders under \$5,000 net must be paid in advance. Orders over \$5,000 net require a 50% deposit.

3. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
4. Submit response to Crystal Wallace, Business Operations Specialist at questions@esc4.net no later than October 6, 2022.

Dealership name	Street Address (primary location)	City	State	Zip	Phone	Total # of Dealer Locations
John A Marshall Co.	10930 Lackman Road	Lenexa	KS		66219 913-599-4700	2
Sheppard's Business Interiors	725 S 72nd Street	Omaha	NE		68114 302-393-8888	1
Modern Business Interiors	1023 Portwest Drive	St Charles	MO		63303 636-946-2500	2
WORKPOINTE	9877 40th Avenue Sout	Seattle	WA		98118 206-763-4030	2
OPEN SQUARE	5601 6th Avenue South	Seattle	WA		98108 206.768.8000	2
CATALYST	909 A Street	Tacoma	WA		98402 253.592.6002	3
SYSTEM SOURCE	1200 5th Avenue	Seattle	WA		98101 206.285.2208	4
APEX	20219 87th Ave S	Kent	WA		98031 206.686.3357	1
PacificWRO	825 NE Multnomah St	Portland	OR		97232 503.238.1590	1
Peoplespace	811 Southwest 6th Avenue	Portland	OR		97204 971.806.1507	4
Office World	115 Cleveland Street	Eugene	OR		97402 541.687.9704	1
SKG (Shelton Keller Group)	6301 E. STASSNEY LANE BLDG. 9-100	Austin	TX		78744 (512) 481-1500	2
Alfred Williams	1717 W 6th St., Suite 190	Austin	TX		78703 800.486.6011	2
McCoy Rockford	6869 Old Katy Road	Houston	TX		77024 713-862-4600	2
FMG (Furniture Marketing Group)	University Park 3300 N IH-35 Ste.145	Austin	TX		78705 512-908-4650	2
Texas Wilson	6812 Fairgrounds PKWY	San Antonio	TX		78238 210-647-8800	1
Supply Source	415 West Third Street	Williamsport	PA		17701 570.327.1500	4
Franklin Interiors	2740 Smallman Street	Pittsburgh	PA		15222 412-261-2525	2
Workscap	1900 Lowe Street	Pittsburgh	PA		15220 412.920.6300	1
Anderson Interiors	1113 Penn Avenue	Pittsburgh	PA		15222 (412) 828-7420	1
Omega Commercial Interiors	1131 Berwood Drive	Morgantown	WV		26505 (304) 581-6701	2
Contemporary Galleries	1615 6th Avenue	Charleston	WV		25387 304-344-1231	1
Tri-State Office Furniture	1 Sexton Road	McKees Rocks	PA		15136 412-771-0760	2
Seats and Station	1430 Blue Oaks Blvd	Roseville	CA		95747 916-786-8005	1
Interiors Incorporated	1325 North Dutton Avenue	Santa Rosa	CA		95401 (707) 284-3548	1
People Space	1731 Technology Drive	San Jose	CA		95110 (408) 213-1790	1
American Interiors	250 N. Orange Ave, 16th floor	Orlando	FL		32801 321.378.1808	2
CI Group	12115 28th Street North	St. Petersburg	FL		33716 727.539.7544	4
Commercial Design Services	5805 Barry Rd	Tampa	FL		33634 813.886.0580	4
Workscapes	3225 E. Clark ST	Tampa	FL		33605 813.620.0048	4
OEC Business Interiors	1601 NW 80th Blvd	Gainesville	FL		32606 352.332.1192	2
Office Environments & Services	1524 San Marco Blvd	Jacksonville	FL		32207 904.398.9761	1
Perdue Office Interiors	5 West Forsyth Street, Suite 100	Jacksonville	FL		32202 904.302.5739	2
American Business Interiors	2015 Waverly Place	Melbourne	FL		32901 321.723.5003	1
Executive Office	241 East Harrison Street	Tallahassee	FL		32301 850.224.9476	1
Center Line Associates	418 Racetrack Road NE	Fort Walton Beach	FL		32547 850.362.0019	1
CBI	888 E. Las Olas Blvd.	Ft. Lauderdale	FL		33301 954.315.3106	2
JC White Office Furniture	3501 Commerce Parkway	Miramar	FL		33025 954.785.3212	2
Empire Office	2 Oakwood Blvd. Suite 140	Hollywood	FL		33020 954.707.6187	3
FCI Furniture Consultants	2750 NW 3rd Ave. Space 1	Miami	FL		33127 305.856.2220	1
M. Hanson & Company	33 SE Fifth Street, Suite 200	Boca Raton	FL		33432 561.338.6425	1
Pradere Office Products	7655 W. 20th Ave.	Hialeah	FL		33014 305.823.0190	1
Custer	217 Grandville Ave. SW	Grand Rapids	MI		49503 616.458.6322	1
NBS	2595 Bellingham	Troy	MI		48083 248.823.5472	3
Interior Environments	48700 Grand River Ave	Novi	MI		48374 248-213-3010	2
Associated Office Systems	400 Poydras St, Suite 700	New Orleans	LA		70130 504.561.8400	1
Synergy Business Environments	800 6th Ave S, Suite 200	Nashville	TN		37203 615.383.6799	4
Alfred Williams Co	2960 Sidco Dr	Nashville	TN		37204 615.604.3238	TN, NC, SC & TX
Office Resources Inc	4020 Armory Oaks Dr	Nashville	TN		37204 615.376.1240	5
Commerical Interiors of MS	4277 Espy Ave	Long Beach	MS		39560 228.263.8036	1
Creative Office Resources	One Design Center Place	Boston	MA		2210 617.348.3207	5
Environments at Work	300 A Street	Boston	MA		2210 617.407.3338	2
Red Thread	293 Boston Post Road West	Marlborough	MA		1752 617.261.1399	5
Royer & Schutts	200 Bailey Avenue	Fort Worth	TX		76107 817.589.2667	2
WRG	2639 E. Rosemeade Pkwy.	Carrollton	TX		75007 972.446.9100	2
GL Seaman	4201 International Pkwy.	Carrollton	TX		75007 469.546.2214	2

Offerors' Name: Loftwall, Inc.

Name of Solicitation: Wall System Solutions by Region 4

Education Service Center

Solicitation Number: 22-11

Date Submitted: June 28, 2022

Loftwall Point of Contact:

Stephanie Restivo, VP of Sales, srestivo@loftwall.com

From: Stephanie Restivo

Company: Loftwall, Inc.

Address: 2617 N Great Southwest Pkwy, Ste 100, Grand
Prairie, Texas 75050

Solicitation Name: Region 4 Education Service Center for
Wall System Solutions

Solicitation Number:22-11

Due Date: June 28, 2022 at 10 am CST

IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

- a) Products/Pricing (40 Points)**
- b) Performance Capability (30 Points)**
- c) Qualification and Experience (20 Points)**
- d) Value Add (10 Points)**

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Pricing

I. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete products, parts, services, and solutions offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Proposed Discounts apply across all Loftwall products offered.

Pricing includes freight to the continental US with dock delivery. See below details about shipping charges to Hawaii, Alaska, Puerto Rico, Canada, and the Caribbean, as well as fees related to inside delivery and installation.

List Price Order Amount	Discount off of List
\$1 - \$50,000	52%
\$50,001 - \$100,000	54%
\$100,001 - \$250,000	56%
\$250,001 - \$500,000	58%
\$500,001+	60%

Please see the provided list price guide titled 'Loftwall Price Guide List Prices 2022'.

li. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- **Manufacturer part #**
- **Offeror's Part # (if different from manufacturer part #)**
- **Description**
- **Manufacturers Suggested List Price and Net Price**
- **Net price to Region 4 ESC (including freight)**

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

All Loftwall price lists have been included in paper and electronic formats. As stated in the Q&A for this RFP, it is acceptable to submit the list price guide and apply a discount off of the list price for end users to calculate net pricing. Refer to above discounting table based on order size to determine discount.

lii. Product and Services Categories

Wall Systems: Supply demountable and movable walls, case work lines, custom designed solutions, pre-engineered and pre-fabricated interior solutions, other products, and services not specifically named in the below categories that complement the products and services and provide customers with a complete interior solution.

- o **Operable Walls**
- o **Movable Walls**
- o **Demountable Walls**
- o **Acoustic Walls**

- o Partition Walls
- o Special/Designer Wall
- o Finishes (not limited to)
 - Matching Windows/Doors
 - Cabinets and Shelves
 - Partitions
 - Shades and Screens
 - Ceiling
 - Carpeting
 - Fabrics
 - Paint
 - Glass
 - Aluminium
 - Wood
 - Miscellaneous Hardware
 - Embedded Components
 - Accessory Components

Wall Systems: Loftwall provides a variety of wall and divider solutions. Specific categories offered include operable, movable, acoustic, partition, and special/designer walls. Loftwall has offered their full catalog to this response submission.

Finishes offered include aluminum frames and panels that include a variety of laminates, acrylics, PET, plastic, fabric, wood, and sound absorbing materials. Select products are available with sliding doors and sound baffles overhead.

Loftwall offers customization on most all products including custom sizes and finishes, quoted by project. Refer to included Finishes Guide to see finish options available by product (last document provided in binder).

Supplemental Services

This contract to include but not limited to:

- o Project Management Services
- o Design Service (basic design to be included in standard installation (lineal foot))
- o Preparation Services
- o Reconfiguration Services

- o Strategic Planning Services**
- o Occupancy Planning Services**
- o Build out Project Management Services**
- o Proprietary Software**
- o Customization Service Solutions**
- o Integrated Electrical Work Services**
- o Integrated Data and Telecommunications**
- o Assembly and Installation**
- o Printed Image/Graphics**

Loftwall, the product manufacturer, sells products through furniture dealerships across North America. Loftwall will work through the servicing dealer to provide on site services such as installation. Dealers offer all of the above mentioned supplemental services. Furniture dealers have the right to charge end users additional fees associated with the above list of services. Loftwall, as the manufacturer, also offers end users design services related to Loftwall products. A spreadsheet has been submitted listing Loftwall dealers across each market.

Coordination

Supplier will provide through this contract to include but not limited to:

- o Project Scheduling and Lead Times: Production time of all standard solutions and finishes.**
- o Preparation and Project Conditions**
- o Delivery and Storage**
- o Pre/Post - Installation Conference**
- o Cleaning upon completion**
- o Demonstration and Training Services**

If an end user is already working with a dealer, Loftwall will partner with them to ensure the end user has a coordinated installation.

If an end user is not yet working with a dealer, and the product being requested will require supplemental or coordination services, Loftwall will identify and introduce the end user to a furniture dealer.

Loftwall's lead times on most products sold is five days. If the project installation date is scheduled for a later date, Loftwall will produce and ship the product according to that schedule. Lead times are subject to change. As of June 28, 2022, the current lead times by product are:

- Five (5) days on all Wall Dividers and Desk Dividers in finishes currently in stock. All finishes are in stock as of the time of writing this document.
- Ten (10) days on Flexible Shelving, Pivot, Glide and Acoustic Baffling.
- Four (4) weeks on Rooms and Glide.

Refer to pages 1 and 2 of the Loftwall Price Guide related to the above-mentioned product categories.

Loftwall ships from the factory in Grand Prairie, Texas directly to the furniture dealer involved. The furniture dealer will provide coordination services such as project scheduling, delivery to end user, storage, pre/post installation conferences, cleaning upon completion, demonstration and training services. Furniture dealers may charge 12-22% for delivery services that include delivery, installation, and clean up.

Loftwall offers free design services to all customers. This includes the incorporation of Loftwall product in existing furniture plans, production drawings for submittals, and graphic design services for the incorporation of branding and logos.

LEED Submittals: Detail Offeror's ability to submit product data for LEED accreditation.

Loftwall does not have any LEED Submittals to share at this time.

Additional Questions

iv. Q: Is pricing available for all products, services, and solutions?

A: Yes, pricing is available for all products, as shown in the provided List Price Guide, with the exception of custom orders which are quoted by project. Freight is included in the pricing/discounting provided.

v. Q: Include any labor and/or per diem rates. Indicate standard hours, overtime, and after hours rates.

A: Design: Not to exceed \$70/hour

Project Management: Not to exceed \$90/hour

Installation: Negotiable by project scope.

Vi. Q: Describe ordering methods.

A: End users can purchase from Loftwall by emailing a purchase order to orders@loftwall.com. Alternatively, the furniture dealership can submit purchase orders to Loftwall on behalf of the end user, as well. In either situation, the purchase order should include mention of the name of the participating agency with contact person, contract name and number, and any involved furniture dealership information. The end user must be registered with OMNIA Partners to be eligible for the contract benefits.

Vii. Q: Describe any freight, delivery/shipping charges and installation.

A: Freight charges for dock delivery are included in the pricing (no additional charge) to order shipping in the continental United States.

Inside Delivery and Installation charges range from 12-22% of the net amount of the order (after discounts are applied), or as quoted by the dealer.

Standard shipping rates will apply to orders shipping to Canada, Mexico, Alaska, Hawaii, and the Caribbean. The amount of shipping for these areas are charged according to this schedule:

Net Order Amount	Shipping Rate Charged
< \$1,000	20%

\$1,000-\$5,000	17%
\$5,000-\$10,000	13%
\$10,000-\$20,000	11%
\$20,000-\$50,000	9%
\$50,000-\$100,000	7%
Over \$100,000	Determined on a project by project basis.

There are no minimum shipping requirements.

vii.. Q: Provide pricing for warranties on all products, parts, and services.

A: A Limited Lifetime Warranty applies to all products manufactured by Loftwall. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the product during ownership of the original purchaser. If a product is defective, Loftwall at its option will either repair or replace the defective product with a comparable component or product. Loftwall assumes no responsibility for labor charges. Freight charges for defective products and parts will be covered by Loftwall within the 48 continental United States with the method of shipping at Loftwall's discretion.

ix. Q: Describe any return and restocking fees.

A: Loftwall understands that from time to time changes may be required on orders, however, because Loftwall rapidly manufactures most of our products, changes after an order has been placed can result in additional fees..

- No fee for orders changed or canceled within 24 hours

- There is a 50% of net order amount restocking fee for standard products that are canceled after 24 hours.
- Custom orders cannot be canceled after 24 hours.

Changing a product size or finish is considered a cancellation of one product for another, and the above guidelines apply.

x. Q: Describe any additional discounts, volume purchases, special manufacturer offers, free good programs or rebates available.

A: Loftwall's entire offering is included in the discount off of list price with free shipping in the continental US. Large quantity orders will always be considered for additional discounting. Tiered volume discounts will be offered, as mentioned in a previous section of this submittal.

xi. Q: Describe how customers verify they are receiving Contract pricing.

A: Loftwall's List Price Guide is posted online at www.loftwall.com/pricing. End users are welcomed to reach out to any furniture dealer or the Loftwall support team at quotes@loftwall.com. Dealerships are required to provide both List and Net pricing for end users to evaluate.

xii. Q: Describe payment methods and terms offered.

A: Loftwall will offer net 30 terms to all customers utilizing the OMNIA contract. Payments of any amount may be made by ACH or check. Payments less than \$5,000 may be made by credit card, check, or ACH.

xiii. Q: Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

A: Loftwall regularly reviews costs to ensure pricing is competitive in the marketplace. Typically list pricing will adjust on an annual basis, in response to changes in costs for materials, labor, and transportation. These increases typically range from 3-8%. The discounts that are proposed with this submittal will stay in place through the duration of the contract. Should Loftwall adjust list pricing during the term of this contract, Loftwall will submit justification for the changes to the OMNIA Partners team. Loftwall reserves the right to adjust list price, as needed, with supporting evidence of increase of costs to do business.

xiv. Q: Describe how future product introductions will be priced and align with Contract pricing proposed.

New products being introduced to the Loftwall assortment will be priced at the current market value and the tiered volume discount structure will apply.

xv. Q: Describe any rental, leasing or financing options.

A: Loftwall does not provide rental, leasing or financing options at this time.

xvi. Q: Provide any additional information relevant to this section.

A: Loftwall is pleased to provide the tiered discount structure outlined above. For orders that exceed \$500,000 List, Loftwall is willing to evaluate discounting levels and extend deeper discounts if feasible.

Performance Capability

Section i. Answers below are in response to the questions in Appendix D, Exhibit A

A brief history of Loftwall

Founded by Steve Kinder in 2008, Loftwall began as a provider of architecturally designed, flexible and functional freestanding divider screen products. Now the company offers a wide range of innovative, creative, and fully customizable space-defining solutions with premium acoustical products that help companies make space work better. All Loftwall products are manufactured in Grand Prairie, Texas. Loftwall has successfully partnered with other contract/cooperative entities in the past, serving customers on the state/local and federal government levels, as well as schools and other non-profit organizations.

Total number and location of salespersons employed by Loftwall

Loftwall is headquartered in Grand Prairie, Texas and partners with twenty-four independently owned manufacturer representative groups across North America. Our contract with the manufacturer representatives states a requirement that Loftwall is being promoted across furniture dealerships and end users in their assigned territory. Our representatives are responsible for positioning contracts, as needed, and understanding the contract details.

Additionally, there are three Account Managers employed by Loftwall that are responsible for quote creation, upselling and cross-selling. In addition, there is a VP of Sales employed by Loftwall who is responsible for ensuring contract partners are correctly positioned and advertised.

Loftwall Headquarters address: 2617 N Great Southwest Pkwy, Ste 100, Grand Prairie, Texas 75050

Number and location of support centers and location of corporate office.

See answer above.

Annual sales for the three previous fiscal years.

FY 2019: \$4,528,740

FY 2020: \$19,121,942

FY 2021: \$9,169,179

Submit FEIN and Dunn & Bradstreet report.

FEIN - 45-5598803

D&B - 96-202-4472

Please see D&B report provided at end of this section.

Describe any green or environmental initiatives or policies.

As a certified SMB who has recently been accepted under the Multiple Award Schedule, Loftwall is committed to delivering world-class privacy products and solutions for all government entities. Our commitment to quality, flexibility, and speed are foundational to our business. But those traits mean nothing to us if we don't take the environmental impact of our business and products seriously.

Loftwall is dedicated to complying with environmental regulations, using energy efficiently, and following practices necessary to protect the environment. to sustainability. We source more than 95% of our materials from the United States from a thoroughly vetted supply chain of responsible manufacturers. We employ industry best practices to minimize scrap and waste. In the event that scrap or waste are unavoidable, Loftwall recycles 100% of all materials that aren't used in the manufacturing of our products.

Additionally, Loftwall has undertaken significant investments to move towards industry standard compliance and certifications. The company is actively pursuing certifications with BIFMA, SCS Global, Declare Label, and several others. Our long-standing relationship with testing laboratory Intertek informs our decision making and risk assessments. These investments for our small business are not insignificant but represent the seriousness with which we take sustainability. With mentors inside the industry that are leading the charge towards a greener future, Loftwall's core value of "Never Stop Growing" applies directly to this area of concern.

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.

Loftwall does not officially belong to any alliances or diversity councils. This does not indicate a lack of commitment to diversity causes, however. A core value of the business is "Be Boldly You," which is stated to mean:

It's important that our team members feel comfortable in their own skin. After all, what's the point of working at Loftwall if we can't embrace the weird and have fun while chasing our goals? We firmly believe that if our team fits our core values, we can confidently be ourselves and chase our goals. When we lock arms and do this together, it enables our team to enjoy the ride and appreciate the little things that you can't experience at other companies.

In addition, unique ideas are how we will grow. If all of our ideas come from people who are from the same place, went to the same school, look the same, act the same, and talk the same – will we truly stand a chance of being different!? That's why we strive to build a culture of open doors and wild ideas.

Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- **Minority Women Business Enterprise – No**

- **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)** – Yes, SBE
- **Historically Underutilized Business (HUB)** – No
- **Historically Underutilized Business Zone Enterprise (HUBZone)** – No
- **Other recognized diversity certificate holder** – No

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.

Subcontractors utilized include but are not limited to CDS, SKG, Alfred Williams, BKM, Systems Source, Supply Source, People Space, Price Modern and others. No known certifications.

Describe how supplier differentiates itself from its competitors.

The cornerstone of our business is focusing on what makes us unique. For over 13 years, Loftwall has served thousands of customers with the promise of speed, customization, and personal attention. We accomplish that every day with hundreds of small decisions:

Speed: Loftwall offers a 5-day standard lead time for products. We accomplish this by manufacturing in the United States. Beyond that, we source 95% of our raw materials from within 200 miles of our headquarters. This nearly local supply chain gives us an advantage that is passed directly to our customers - with lead times that blow them away. Beyond speed to ship, the focus of our customer experience team is speed. In an industry that takes 3-4 days just to send a quote back to a customer, Loftwall boasts 45 minute quote response times. This speed has made Loftwall a favorite of hundreds of happy customers (as evidenced by a NPS rating of 88.4/100).

Customization: 100% of products are made-to-order, ensuring minimal waste and the ability to make modifications to perfectly solve our customers' privacy problems. By investing in technologies, processes, and up-skilling our employees, we continue to push the limits of what is possible for our customers.

Personal Attention: Our people set us apart. With a level of attention to detail and care that our customers love, Loftwall is small enough to care, but large enough to serve numerous Fortune 500 customers for over a decade. Our performance on the GSA Multiple Award Schedule and NCPA Contracts are further evidence that we can provide the nuanced attention to detail to serve any and all customers.

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

None to report

Felony Conviction Notice: Indicate if the supplier:

- a. Is publicly held corporation and this reporting requirement is not applicable – No
- b. Is not owned or operated by anyone who has been convicted of a felony – No
- c. Is owned or operated by an individual(s) who have been convicted of a felony and provide names and convictions – None to report

Describe any debarment or suspension actions taken against supplier.

None to report.

Distribution and Logistics

Describe the full line of products and services offered by supplier.

Loftwall provides a variety of products all aimed at solving privacy problems at the office. Offering five categories of products that includes Wall Dividers, Desk Dividers, Flexible Shelving, Architectural Solutions, and Acoustic Baffling. From early in 2020 to now, we have significantly expanded our product assortment, adding 20+ new products. The three types of privacy problems we help solve include acoustical, territorial and visual privacy concerns. In partnership with

furniture dealerships across North America, customers can expect a full service experience from idea to execution. Furniture dealerships commonly provide planning, design, delivery, installation, and other consultation services.

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.

Loftwall ships anywhere in North America with no restrictions. It is common that product is shipped from Loftwall's factory directly to a furniture dealership, and then the dealer delivers the product to the end user customer. The net pricing that the Participating Agency receives is inclusive of shipping charges.

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.

Participating Agencies can ensure they are receiving Master Agreement pricing by referring to our posted List Price Guide and calculating the provided discount level. End users should state clearly their intention of leveraging the Master Agreement when consulting with a furniture dealership/distributor, and the dealer will need to notate the contract name and number on purchase orders submitted to Loftwall at orders@loftwall.com. Loftwall does not distribute through retail outlets.

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

Commonly, a furniture dealership is involved in sales of Loftwall products to end user participating agencies. Loftwall partners with all dealerships in North America who provide final mile delivery, installation services, etc. Furniture dealerships have the right to leverage third party installation teams, at their discretion.

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

Loftwall has one location which serves as its headquarters as well as its manufacturing plant. Loftwall does not have any additional warehouses or retail outlets.

Marketing and Sales

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.

- 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**

Initial 30-Day Period:

Upon award, internal training will be completed which will explain the scope of the Omnia Partners organization and the opportunities for participating agencies. Loftwall will update all directories, sites, and training documents to reflect participation in the Omnia Agreement. This includes training to 100+ independent manufacturer's representatives across 24 geographic markets. These representatives have successfully leveraged contract vehicles like GSA and NCPA, including numerous state contracts. Our training would consist of best practices, avenues of opportunity, and unique differentiators to offer Omnia customers.

Remaining 60 Days:

A cadence of meetings will be established with Loftwall's leadership and the Omnia Partners team. Together, goals will be set regarding growing the usage of the Master Agreement by current and prospective customers. A reinforcement

training will be held with the internal and extended sales team to ensure ongoing awareness of the contract benefits and eligible participating agencies.

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.

Initial 30-Day Period:

Loftwall would commence a targeted campaign via website, email, and social media marketing to communicate the award of the agreement to relevant customers in our database. We would focus on education of what products are available and the most frictionless path to procurement. We would update the contracts hub of our website with all relevant contract information, logos, and persons of contact for the contract. Targets will consist of public agencies in states where Loftwall does not have the state contract. Additionally, Loftwall has invested in a tool that identifies agencies that have been provided recent funding through bonds, and those leads would be provided to Loftwall reps with an approach to position the OMNIA contract.

Remaining 60 Days:

After the introductory period, Loftwall would network with our 2,000+ commercial furniture dealer customers to find ideal overlap of dealers selling brands on the Omnia Contract. We believe 50+ dealers drive the lion's share of volume on the contract so we'd focus our efforts on ensuring these key constituents know which products are acknowledged by the Omnia award and how we can best partner with them to deliver value to the entire value chain.

This would include webinars, email marketing, and face-to-face meetings with key personnel across the country.

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.

Regarding national cooperatives and contracts, Loftwall is on NCPA and the GSA MAS. Regionally, Loftwall is on select state contracts including North Carolina and Pennsylvania. Loftwall is also on the MHEC contract serving education and local government in the Northeast US. Loftwall will advertise the award with Omnia through email campaigns to the existing customer database, and organize an outreach campaign with the independent sales representatives that Loftwall partners with. While end users have the ability to choose the contract they leverage, we can ensure an accurate explanation of the benefits to Omnia.

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.

The above statement is agreed to by Loftwall.

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**

The above statements are agreed to by Loftwall.

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**

The above statements are agreed to by Loftwall.

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

- i. Executive Support: Bryce Stuckenschneider, CEO, bryce@loftwall.com, 214-239-3162
- ii. Marketing: Andrew Holmes, Director of Marketing, andrew@loftwall.com, 214-239-3162
- iii. Sales: Derek Andreas, Sr. Account Manager, derek@loftwall.com, 214-239-3162
- iv. Sales Support: Derek Andreas, Sr. Account Manager, derek@loftwall.com, 214-239-3162
- v. Financial Reporting: Jake Homan, Director of Finance, jake@loftwall.com, 214-239-3162
- vi. Accounts Payable: Jake Homan, Director of Finance, jake@loftwall.com, 214-293-3162
- vii. Contracts: Derek Andreas, Sr. Account Manager, derek@loftwall.com, 214-239-3162

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.

Loftwall has representative coverage across all of North America, across 24 geographical territories. There are 100+ representatives fully trained and responsible for marketing Loftwall in their territories. These representatives focus their efforts by selling to local furniture dealerships, architecture and design firms, and general contractors. The presentation materials leveraged by Loftwall representatives includes details about contracts offered. Upon award with Omnia, the presentation materials will be updated to showcase Omnia as a predominant contract option on a national scale. Representatives of Loftwall are contractually obligated to meet or exceed assigned sales targets across all vertical markets, and having a national cooperative like Omnia is a great selling point for the dealer who is trying to grow their vertical market business. Internally at Loftwall, the highest-level executive in charge of the sales team is Stephanie Restivo, VP of Sales, srestivo@loftwall.com, 720-412-7456. Stephanie has experience leading sales teams in the furniture industry and successfully leveraging the Omnia contract. Her past employers include Vari and Staples who were both participants with Omnia.

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

Partnership between Loftwall and the OMNIA Partners team is critical for mutual success. The leadership team of Loftwall will establish a regular cadence of meetings with the OMNIA team that are designed to discuss mutually set goals, and the tactics needed to execute. The Loftwall team will lean on the OMNIA Partners team to help promote the Master Agreement to the pool of Participating Agencies, as outlined in Attachment D, Exhibit A. Loftwall would like to leverage the OMNIA Partners team to record a training session regarding the contract and selling to Public Agencies. As opportunities arise, the Loftwall team will look to leverage the knowledge and experience of the OMNIA Partners team to strategize, as well. From a marketing standpoint, we would like to directly partner related to messaging and avenues for communicating to the pool of Public Agencies.

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.

The national program will be mainly managed by the VP of Sales at Loftwall, in partnership with the Director of Finance and the Director of Marketing. The VP of Sales will be responsible for contract maintenance/administration, and ensuring the internal team is maintaining our fast response time with inbound inquiries related to the contract. On a monthly basis, the Director of Finance will review sales on the contract, ensuring all applicable fees are appropriately allocated and paid. As part of the ongoing promotion of the contract, the VP of Sales and Director of Marketing will establish quarterly goals continuously related to the growth of the contract. These goals will include specific strategies related to email campaigns, outreach campaigns, training, trade show planning, etc. These strategies and goals will be shared with the OMNIA Partners team during recurring team meetings.

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.

It is common that Loftwall sells products through servicing furniture dealers, and there are times that public agency end user names are not included on purchase orders submitted to Loftwall for processing. When a contract is leveraged, the information must be provided, but if there is not a contract used, the dealer may opt to not include that information to protect the privacy of the end user. As such, the data shown below is of known sales to public agencies but is not a comprehensive list. Please do not reach out to the contacts listed unless approved by the Loftwall team beforehand.

Veterans Affairs

- Multiple orders across many VA Hospitals and Medical Centers including Madison, Minneapolis, Canandaigua, Houston, Vermont, Las Vegas, and more.

- ~\$1M in sales since 2019 across VA
- Servicing dealer references include:
 - Interior Investments, Michael Matasar, mmatarar@interiorinvestments.com
 - Sedgwick Business Interiors, Julie West, jwest@sedgewickbusiness.com
 - SDV Office Systems, Adam Fierle, adam@sdvosystems.com

PennDOT

- Multiple orders from PennDOT including product for welcome centers
- \$448,769 in sales since 2019 across PennDOT
- Servicing Dealer: Supply Source, Adam Nemchick, adamn@supplysourceinc.com

Jurupa Unified School District

- Large project in 2021, \$400,000 in 2021
- Servicing Dealer GMBI. GMBI contact: Jesse Medrano, 909-856-4982

Center for Court Innovation

- Multiple orders in 2020, \$131,181 in 2020
- Contact: Dara Gilligan, dgilligan@nycourts.gov

Tulane School of Architecture

- \$122k project in 2020
- Servicing Dealer: Associated Office Systems, Jamie Langridge, j.langridge@thinkaos.com

University of Pennsylvania Medical Center

- \$105k so far in 2022, \$15k in 2021, \$88k in 2020
- Servicing Dealer: TriState Office Furniture, Damon Cardamone, damon@tri-stateoffice.com

Los Alamos National Laboratories (LANL)

- New customer in 2022, 2022 sales to date of \$102,234.94
- Servicing Dealers of Contract Associates and Goodmans
- Contract Associates contact: Madison Meenan, madisonm@contractassociatesnm.com

- Goodmans contact: Aubrey Quinlan, aquinlan@goodmans.com

Air Force Bases

- Multiple orders from Air Force Bases: Wright-Patterson, Hanscom, Edwards, Hill
- \$25,763 in sales since 2019
- Edwards AFB Contact: Leah Corpus, leah_isabel.corpus.2@us.af.mil

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.

Loftwall uses NetSuite as the customer and order management system and has for many years. Because we use this system from order entry through payment, our data and processes are streamlined and effective.

Provide the Contract Sales (as defined in Section 12 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 Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Loftwall sales on NCPA exceeded \$3M in 2020 and 2021, and there is confidence that OMNIA will perform even more than NCPA. Loftwall intends to continue to build upon this success with the OMNIA award and treat it as Loftwall's lead nationwide public sector contract. Naturally, there will be a ramp up period, and it is tremendously difficult to calculate a dollar figure as the contract launches to the market and ramps up. As such, Loftwall has chosen not to provide a minimum guarantee for each year and will be responsible for the

administration fees based on the actual contract sales. Should this be a concern as this proposal is reviewed, please reach out to VP of Sales, Stephanie Restivo, to discuss in further detail. Understanding ramping timelines of similarly sized manufacturers would be very helpful in calculating the projected sales by year.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Upon contract award, Appendix D, Exhibit B, the OMNIA Partners Administration Agreement is satisfactory to Loftwall, as currently designed. No changes requested.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

See included completed Appendix D, Exhibits F and G.

iv. Describe how Offeror responds to emergency orders.

Loftwall ships most products within 5 business days as a standard, and this timeline is nearly always acceptable for customers. However, when a customer needs something even faster, we provide 'turbo' service, meaning that we will ship within 48 hours from the time the order is entered. To be eligible for 'turbo', the product and finishes requested must be in stock, and the customer will be charged an additional 10% of the net amount of the order. Please refer to a case study that is featured on Loftwall.com related to a rushed order for a school district in Southern California that required 400 wall dividers to be manufactured in 6 hours. <https://loftwall.com/socal-case-study/>

v. What is Offeror's average Fill Rate and parts distribution?

We meet or beat our advertised lead times on a consistent basis, resulting in average fill rates of 97-98% over the course of the past three years.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Loftwall prides itself in manufacturing and shipping fast, with most orders shipping in five days or less. Loftwall has a strong history of meeting shipping timeline commitments, and over the past year, has successfully met over 97% of scheduled customer ship dates.

vii. Describe Offeror's return and restocking policy.

Loftwall rapidly manufactures most of our products. Therefore, customers have 24 hours to cancel their order. There is a 50% restocking fee for standard products on orders that are canceled after 24 hours. Custom orders cannot be canceled after 24 hours.

viii. Describe Offeror's ability to meet service and warranty needs.

A Limited Lifetime Warranty applies to all products manufactured by Loftwall. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the product during ownership of the original purchaser. If a product is defective, Loftwall at its option will either repair or replace the defective product with a comparable component or product. Loftwall assumes no responsibility for labor charges. Freight charges for defective products and parts will be covered by Loftwall within the 48 continental United States with the method of shipping at Loftwall's discretion.

To ensure consistency in Loftwall's ability to meet service and warranty needs of customers, several specific roles are focused and responsible. Loftwall employs three Account Managers responsible for fast responses to customers to answer any questions, provide quotes, and place orders. Loftwall employs a Customer Service role that is responsible for warranties and other post-sales questions. The staffing is organized in a way to ensure adequate coverage even through times of PTO/sick time of the team members.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Customers can reach Loftwall in a variety of ways. There are two dedicated email addresses for quotes and order placement. Requests received from those email addresses funnel to a shared email management system that allows multiple members access to see and respond to requests. Due to this, customers will experience a

consistent service level, even if their normal Account Manager is out of the office. Customers can also call to speak with any one of our team members during normal business hours. In addition, website chat is offered on Loftwall.com, with instant responses provided by the Account Management team. Email, chat and phone coverage is from 8 am – 5 pm CST Monday-Friday, excluding major national holidays.

x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

NEW ORDERS

When placing an order with Loftwall full payment is required. Orders under \$5,000 net must be paid in advance. Orders over \$5,000 net require a 50% deposit, and Loftwall must have received full payment before shipping. Orders must be accompanied by a State Resale/Exemption Certificate or sales tax may be charged. Loftwall does not collect sales tax in all states. If you are not tax exempt and sales tax is not included in your order, you must self-assess sales tax.

CREDIT TERMS

Loftwall offers credit terms as an option if prepayment on three Loftwall orders within one fiscal year have been made. When applying for credit terms the credit approval process may take up to twenty business days. Unless prepaid, orders will not begin production until approval is complete.

ORDER PAYMENTS

Unless otherwise arranged, payment is due once order is invoiced based on the credit terms set with Loftwall. All past due accounts may accrue a monthly service charge of 1.5%. Loftwall reserves the right to withhold production, shipment or completed products due to any past due invoices or credit limit. Loftwall may review, change or cancel credit terms and/or request advance payment at any time.

PAYMENTS BY CREDIT CARD

In order to keep prices reasonable, Loftwall limits credit card payments to \$5,000 per order. If a customer pays more than \$5,000 per order via credit card, a 3% convenience fee will be automatically assessed to the order. For contract sales over \$5,000 to be paid via credit card, please contact Loftwall directly at 214-239-3162.

xi. Describe Offeror's contract implementation/customer transition plan.

Upon award, a series of activities will take place to ensure proper implementation of the contract. Many of those activities are mentioned in a previous answer related to the 90-day plans for marketing and sales. As customers identify as Public Agencies eligible for the benefits of the OMNIA contract, the customer record in our customer relationship management software, NetSuite, will be updated to reflect the affiliation. As quotes and sales orders are generated on that customer record, the OMNIA contract will be the default discounting offered to the customer. These sales are tracked in NetSuite for reporting purposes.

Implementation activities to include:

- Creation and distribution of co branded marketing materials
- Press release
- Social media announcements
- Loftwall website update
- Schedule and complete trainings with extended sales team
- Campaign outlined for extended sales team to ensure key dealerships are informed and trained on the contract details offered
- Coordinate participating in national or regional trade shows
- Set and adhere to a set schedule of meetings with Loftwall leadership and the OMNIA Partners team

xii. Describe the financial condition of Offeror.

Loftwall is privately held, financially supported through three active investors. We have been profitable each year of existence. If additional financial information is needed, please reach out to Jake Homan, Director of Finance, at jake@loftwall.com. Financial statements can be provided upon request.

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

The website address for Loftwall is www.loftwall.com.

The website offers customers specific details and images of products offered, case studies, contract details, installation information, and more. The Loftwall.com website offers a 'quote builder' function that allows end users to configure products and finishes in order to receive a quoted price. The pricing quoted is provided by our Account Management team, and any request from a public agency will be qualified prior to quote being provided. During this qualification, any contracts leveraged will be discussed. The website also offers an ability for end users to purchase with a credit card for a select assortment of products. The pricing shown on this website is not the proposed discount of this contract, therefore, end users leveraging this contract should order through orders@loftwall.com instead.

Live chat is offered on our website, and requests are responded to instantaneously by our Account Management team during normal business hours.

xiv. Describe the Offeror's safety record.

Our top priority for Loftwall employees is safety. In our manufacturing plant, a number of measures are taken to ensure ongoing safety including, but not limited to, personal protection equipment (eye protection, safety gloves, safety vests). We ensure frequent and thorough training for forklift operators. First aid kits and defibrillators are installed and available. Additional measures are taken to ensure employee safety regarding exertion and heat exposure during summer months. As a result of these measures, Loftwall has a very strong record of safety overall, with only 2 minor incidents in the past year, neither of which led to treatment needed for the employee.

xv. Describe Offeror's green or sustainability program. What types of green/sustainability reporting or reviews are available?

Loftwall is committed to being an environmentally conscious company that contributes to a clean and safe environment. We have evaluated sources of waste generated and created a procedure for elimination or minimization through recycling, re-engineering, process modification and reduction. Waste not acceptable for recycling is disposed of safely and responsibly within local, state requirements and environmental recommendations. We evaluate our supplier's deliverables and processes for adherence to our company's environmental criteria. In striving for sustainability, Loftwall's corrugated packaging suppliers have noted that on average, 60% of the goods supplied are manufactured from recycled materials. Our aluminum frames are manufactured from 75% post-consumer/post-industrial recycled aluminum. In coordination with our vendors, Loftwall recycles all aluminum, cardboard, and steel accumulated from our internal manufacturing process. Loftwall has eliminated harmful VOC's produced from liquid paints and spray adhesives, through the use of water-based/applied adhesives and powder coating finishes. We are committed to recycling, conserving energy and protecting our natural resources. Through the use of such things as a high-efficient HVAC, new lighting, and new plumbing systems, Loftwall is reducing its energy consumption. With additional recycling of plastic, cardboard, aluminum, scrap steel, and wood pallets, it is clear Loftwall shares the concern of protecting the environment.

xvi. Provide any additional information relevant to this section.

Qualification and Experience

i. Provide a brief history of the Offeror, including the year it was established and corporate office location.

Founded by Steve Kinder in 2008, Loftwall began as a provider of architecturally designed, flexible and functional freestanding divider screen products. Now the company offers a wide range of innovative, creative, and fully customizable space-defining solutions with premium acoustical products that help companies make space work better. All Loftwall products are manufactured in Grand Prairie, Texas. Loftwall has successfully partnered with other contract/cooperative entities in the past, serving customers on the state/local and federal government levels, as well as schools and other non-profit organizations.

ii. Describe Offeror's reputation in the marketplace.

Loftwall is an established brand in the marketplace, having been in business for 13 years. Our model, selling with independent representative groups, allows Loftwall to be positioned in dealerships that are aligned with the largest manufacturers in the industry. This exposure has helped Loftwall be a well respected and relied on provider for 'day 2' solutions. These 'day 2' solutions are frequently requested and purchased after a company has initially moved into their office space, and then realize they have privacy concerns. Loftwall does business across thousands of furniture dealerships who serve all sizes of businesses, including the Inc 500. Large sized businesses who use Loftwall products include Google, Apple, Tesla, Ford, Walgreens, John Hopkins University, Amazon, Delta Airlines and more. Loftwall has won many awards within the industry including the HiP Award from Interior Design Magazine, Best of Neocon (the largest industry trade show), and IDEA Award.

iii. Describe Offeror's reputation of products and services in the marketplace.

Loftwall's legacy products are well known and easily identified by customers and furniture dealers alike. Framewall, the first product produced by Loftwall, is iconic in its

design and still represents a strong amount of sales. The basis of design for Framewall is a simple frame construction that employs a lock system that allows for easy assembly, while providing durability and reliability. Due to the success of Framewall, the Loftwall brand is well known in the marketplace, and many customers have purchased adjacent product categories including desk dividers, flexible shelving, and acoustical solutions. During the beginning of the pandemic, Loftwall was first to market with acrylic shield solutions resulting in the large increase in sales in 2020. This gave Loftwall another opportunity to provide value to the marketplace and position Loftwall as the company who can provide any type of privacy wall.

Additionally, Loftwall's methodology regarding post-sale customer service has helped establish the brand as a trusted resource to furniture dealers and designers. Loftwall has worked hard to ensure that a trusting relationship is established, and post-sale concerns are handled quickly and without friction.

iv. Describe the experience and qualification of key employees.

A number of the senior leaders at Loftwall have a history of working within the commercial furniture industry, working with customers across all vertical markets. Bryce Stuckenschneider, Loftwall's CEO, has experience with two other furniture manufacturers prior to his time with Loftwall. Similarly, Stephanie Restivo, Loftwall's VP of Sales, also has experience with two other furniture manufacturers prior to Loftwall. This experience across the industry has allowed the leadership team of Loftwall to have a vision related to how Loftwall is positioned in the market. Through experience, we know that speed, accuracy, and being easy to work with are all key factors for success. The Director of Marketing, Andrew Holmes, also has experience with another furniture manufacturer, and understands the nuances of how to position and message the brand to the target audience. Loftwall employs a Director of Product Development, David Fortener, who is an engineer by trade. With this in-house expertise, Loftwall can prototype new products in real time, offering customers the ability to order a wide variety of custom solutions. Several other positions across the company are filled by employees who have been with Loftwall for several years. The Account Management and Customer Experience teams have a combined Loftwall tenure of 27 years across 5 people.

v. Describe Offeror's experience working with the government sector.

Loftwall has been on other cooperatives and contracts that serve the government sector including GSA and NCPA. Loftwall partners with many furniture dealerships who are very well versed and have security clearances to service government accounts on-site.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

None to report.

vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

- 1.) Commercial Design Services, Lynn Elliott, Account Manager, 813-886-0580 x 107, lelliott@cdstampa.com, May – Sept 2020, offered and sold Split Break Style Screens and Counter Shields, \$125k
- 2.) Price Modern, Steve Dragos, Senior Account Executive, 301-459-8111, steve.dragos@pricemodern.com, 2020 to present day, Screens, desk mounted and mobile, \$25k
- 3.) Supply Source, Adam Nemchick, Sales Representative, 724-454-1604, adamn@supplysource.com, 2020 to present day, Sneeze guards, Framewall, \$100k
- 4.) Nexus Office Environments, Chuck Asidou, VP of Sales, 909-573-7750, chuck@nexusoe.com, 2022 YTD, \$40k, Rooms Partition Dividers and Space Creation
- 5.) TriState Office Furniture, Jamie Salicce, VP of Business Development, 412-736-5632, jamie@tri-stateoffice.com, 2022 YTD, \$33k, Rooms Partition Dividers and Space Creation

viii. If Offeror anticipates Participating Public Agencies will sign a service agreement, Offeror must include their company's standard service agreement with their RFP response.

This is not expected therefore no standard service agreement has been included with this response.

ix. Provide any additional information relevant to this section.

Loftwall has a tremendous opportunity to position the OMNIA contract to both existing and new business opportunities. Loftwall currently sells nationwide across commercial, healthcare, K-12, higher education, cities, counties, and state governments, and the OMNIA offering will be a key driver to maintain these accounts and gain new business.

Value Add

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

The cornerstone of our business is focusing on what makes us unique. For over 13 years, Loftwall has served thousands of customers with the promise of speed, customization, and personal attention. We accomplish that every day with hundreds of small decisions:

Speed: Loftwall offers a 5-day standard lead time for products. We accomplish this by manufacturing in the United States. Beyond that, we source 95% of our raw materials from within 200 miles of our headquarters. This nearly local supply chain gives us an advantage that is passed directly to our customers - with lead times that blow them away. Beyond speed to ship, the focus of our customer experience team is speed. In an industry that takes 3-4 days just to send a quote back to a customer, Loftwall boasts 45-minute quote response times. This speed has made Loftwall a favorite of hundreds of happy customers (as evidenced by a NPS rating of 88.4/100).

Customization: 100% of products are made-to-order, ensuring minimal waste and the ability to make modifications to perfectly solve our customers' privacy problems. By investing in technologies, processes, and up-skilling our employees, we continue to push the limits of what is possible for our customers.

Personal Attention: Our people set us apart. With a level of attention to detail and care that our customers love, Loftwall is small enough to care, but large enough to serve numerous Fortune 500 customers for over a decade. Our performance on the GSA Multiple Award Schedule and NCPA Contracts are further evidence that we can provide the nuanced attention to detail to serve any and all customers.

Additional Awards/Recognition:

- HiP award winner
- Best of NeoCon award winner
- Best Places to Work Fort Worth
- Inc. 5000 fastest growing companies in America
- IDEA award winner
- GSA MAS
- NCPA contract holder

Innovation:

New Categories

We are actively developing solutions to deliver more privacy throughout the modern workplace. Ceiling mounted acoustic solutions, active noise cancellation, and acoustic wall coverings are specific areas that we are developing currently. We plan to introduce innovations in these categories throughout the remainder of 2022 and into 2023.

New Fabrics/Finishes

We are always in search of superior materials with a great sustainability story. Currently, we're working with domestic suppliers on elevated acoustic fabrics to use throughout many of our products (most notably, Rooms). Our Product Development team is evaluation new materials, methods, and assemblies on a monthly basis and works to rapidly deploy these to our thousands of customers once they've passed our rigorous development process.

From: Stephanie Restivo

Company: Loftwall, Inc.

Address: 2617 N Great Southwest Pkwy, Ste 100, Grand
Prairie, Texas 75050

Solicitation Name: Region 4 Education Service Center for
Wall System Solutions

Solicitation Number:22-11

Due Date: June 28, 2022 at 10 am CST

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of June 28, 2022 by and between Loftwall, Inc.

("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of Wall System Solutions ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for Wall System Solutions ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any 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") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent to renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope. Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) **Termination for Cause.** If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) **Delivery/Service Failures.** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) **Standard Cancellation.** Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) **Licenses**. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) **Survival Clause**. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) **Delivery**. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) **Inspection & Acceptance**. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) **Payments**. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) **Price Adjustments**. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) **Audit Rights**. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

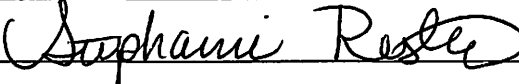
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Loftwall, Inc.
Address 2617 N Great Southwest Pkwy Ste 100
City/State/Zip Grand Prairie, TX 75050
Telephone No. 214-239-3162
Email Address Srestivo @ loftwall.com
Printed Name Stephanie Restivo
Title VP of Sales
Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

- a) Products/Pricing (40 Points)**
- b) Performance Capability (30 Points)**
- c) Qualification and Experience (20 Points)**
- d) Value Add (10 Points)**

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Pricing

I. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete products, parts, services, and solutions offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Proposed Discounts apply across all Loftwall products offered.

Pricing includes freight to the continental US with dock delivery. See below details about shipping charges to Hawaii, Alaska, Puerto Rico, Canada, and the Caribbean, as well as fees related to inside delivery and installation.

List Price Order Amount	Discount off of List
\$1 - \$50,000	52%
\$50,001 - \$100,000	54%
\$100,001 - \$250,000	56%
\$250,001 - \$500,000	58%
\$500,001+	60%

Please see the provided list price guide titled 'Loftwall Price Guide List Prices 2022'.

li. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- **Manufacturer part #**
- **Offeror's Part # (if different from manufacturer part #)**
- **Description**
- **Manufacturers Suggested List Price and Net Price**
- **Net price to Region 4 ESC (including freight)**

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

All Loftwall price lists have been included in paper and electronic formats. As stated in the Q&A for this RFP, it is acceptable to submit the list price guide and apply a discount off of the list price for end users to calculate net pricing. Refer to above discounting table based on order size to determine discount.

lii. Product and Services Categories

Wall Systems: Supply demountable and movable walls, case work lines, custom designed solutions, pre-engineered and pre-fabricated interior solutions, other products, and services not specifically named in the below categories that complement the products and services and provide customers with a complete interior solution.

- o **Operable Walls**
- o **Movable Walls**
- o **Demountable Walls**
- o **Acoustic Walls**

- o Partition Walls
- o Special/Designer Wall
- o Finishes (not limited to)
 - Matching Windows/Doors
 - Cabinets and Shelves
 - Partitions
 - Shades and Screens
 - Ceiling
 - Carpeting
 - Fabrics
 - Paint
 - Glass
 - Aluminium
 - Wood
 - Miscellaneous Hardware
 - Embedded Components
 - Accessory Components

Wall Systems: Loftwall provides a variety of wall and divider solutions. Specific categories offered include operable, movable, acoustic, partition, and special/designer walls.

Finishes offered include aluminum frames and panels that include a variety of laminates, acrylics, PET, plastic, fabric, wood, and sound absorbing materials. Select products are available with sliding doors and sound baffles overhead.

Loftwall offers customization on most all products including custom sizes and finishes, quoted by project. Refer to included Finishes Guide to see finish options available by product (last document provided in binder).

Supplemental Services

This contract to include but not limited to:

- o **Project Management Services**
- o **Design Service (basic design to be included in standard installation (lineal foot))**
- o **Preparation Services**
- o **Reconfiguration Services**
- o **Strategic Planning Services**
- o **Occupancy Planning Services**

- o Build out Project Management Services**
- o Proprietary Software**
- o Customization Service Solutions**
- o Integrated Electrical Work Services**
- o Integrated Data and Telecommunications**
- o Assembly and Installation**
- o Printed Image/Graphics**

Loftwall, the product manufacturer, sells products through furniture dealerships across North America. Loftwall will work through the servicing dealer to provide on site services such as installation. Dealers offer all of the above mentioned supplemental services. Furniture dealers have the right to charge end users additional fees associated with the above list of services. Loftwall, as the manufacturer, also offers end users design services related to Loftwall products.

Coordination

Supplier will provide through this contract to include but not limited to:

- o Project Scheduling and Lead Times: Production time of all standard solutions and finishes.**
- o Preparation and Project Conditions**
- o Delivery and Storage**
- o Pre/Post - Installation Conference**
- o Cleaning upon completion**
- o Demonstration and Training Services**

If an end user is already working with a dealer, Loftwall will partner with them to ensure the end user has a coordinated installation.

If an end user is not yet working with a dealer, and the product being requested will require supplemental or coordination services, Loftwall will identify and introduce the end user to a furniture dealer.

Loftwall's lead times on most products sold is five days. If the project installation date is scheduled for a later date, Loftwall will produce and ship the product according to that schedule. Lead times are subject to change. As of June 28, 2022, the current lead times by product are:

- Five (5) days on all Wall Dividers and Desk Dividers in finishes currently in stock. All finishes are in stock as of the time of writing this document.
- Ten (10) days on Flexible Shelving, Pivot, Glide and Acoustic Baffling.
- Four (4) weeks on Rooms and Glide.

Refer to pages 1 and 2 of the Loftwall Price Guide related to the above-mentioned product categories.

Loftwall ships from the factory in Grand Prairie, Texas directly to the furniture dealer involved. The furniture dealer will provide coordination services such as project scheduling, delivery to end user, storage, pre/post installation conferences, cleaning upon completion, demonstration and training services. Furniture dealers have the right to charge end users additional fees associated with services above and beyond the standard scope of a standard furniture delivery and installation.

LEED Submittals: Detail Offeror's ability to submit product data for LEED accreditation.

Loftwall does not have any LEED Submittals to share at this time.

Additional Questions

iv. Q: Is pricing available for all products, services, and solutions?

A: Yes, pricing is available for all products, as shown in the provided List Price Guide, with the exception of custom orders which are quoted by project. Freight is included in the pricing/discounting provided.

v. Q: Include any labor and/or per diem rates. Indicate standard hours, overtime, and after hours rates.

A: Design: Not to exceed \$70/hour
Project Management: Not to exceed \$90/hour
Installation: Negotiable by project scope.

Vi. Q: Describe ordering methods.

A: End users can purchase from Loftwall by emailing a purchase order to orders@loftwall.com. Alternatively, the furniture dealership can submit purchase orders to Loftwall on behalf of the end user, as well. In either situation, the purchase order should include mention of the name of the participating agency with contact person, contract name and number, and any involved furniture dealership information. The end user must be registered with OMNIA Partners to be eligible for the contract benefits.

Vii. Q: Describe any freight, delivery/shipping charges and installation.

A: Freight charges for dock delivery are included in the pricing (no additional charge) to order shipping in the continental United States.

Inside Delivery and Installation charges range from 12-22% of the net amount of the order (after discounts are applied), or as quoted by the dealer.

Standard shipping rates will apply to orders shipping to Canada, Mexico, Alaska, Hawaii, and the Caribbean. The amount of shipping for these areas are charged according to this schedule:

Net Order Amount	Shipping Rate Charged
< \$1,000	20%
\$1,000-\$5,000	17%
\$5,000-\$10,000	13%
\$10,000-\$20,000	11%
\$20,000-\$50,000	9%

\$50,000-\$100,000	7%
Over \$100,000	Determined on a project by project basis.

There are no minimum shipping requirements.

vii. Q: Provide pricing for warranties on all products, parts, and services.

A: A Limited Lifetime Warranty applies to all products manufactured by Loftwall. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the product during ownership of the original purchaser. If a product is defective, Loftwall at its option will either repair or replace the defective product with a comparable component or product. Loftwall assumes no responsibility for labor charges. Freight charges for defective products and parts will be covered by Loftwall within the 48 continental United States with the method of shipping at Loftwall's discretion.

ix. Q: Describe any return and restocking fees.

A: Loftwall understands that from time to time changes may be required on orders, however, because Loftwall rapidly manufactures most of our products, changes after an order has been placed can result in additional fees..

- No fee for orders changed or canceled within 24 hours
- There is a 50% of net order amount restocking fee for standard products that are canceled after 24 hours.
- Custom orders cannot be canceled after 24 hours.

Changing a product size or finish is considered a cancellation of one product for another, and the above guidelines apply.

x. Q: Describe any additional discounts, volume purchases, special manufacturer offers, free good programs or rebates available.

A: Loftwall's entire offering is included in the discount off of list price with free shipping in the continental US. Large quantity orders will always be considered for additional

discounting. Tiered volume discounts will be offered, as mentioned in a previous section of this submittal.

xi. Q: Describe how customers verify they are receiving Contract pricing.

A: Loftwall's List Price Guide is posted online at www.loftwall.com/pricing. End users are welcomed to reach out to any furniture dealer or the Loftwall support team at quotes@loftwall.com. Dealerships are required to provide both List and Net pricing for end users to evaluate.

xii. Q: Describe payment methods and terms offered.

A: Unless otherwise arranged, payment is due once order is invoiced. Customers can pay via credit card, check or ACH. Net 30 terms can be offered if the customer completes a credit application and is approved. If the purchaser is not utilizing net 30 terms, orders under \$5,000 net must be paid in advance. Orders over \$5,000 net require a 50% deposit.

xiii. Q: Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

A: Loftwall regularly reviews costs to ensure pricing is competitive in the marketplace. Typically list pricing will adjust on an annual basis, in response to changes in costs for materials, labor, and transportation. These increases typically range from 3-8%. The discounts that are proposed with this submittal will stay in place through the duration of the contract. Should Loftwall adjust list pricing during the term of this contract, Loftwall will submit justification for the changes to the OMNIA Partners team. Loftwall reserves the right to adjust list price, as needed, with supporting evidence of increase of costs to do business.

xiv. Q: Describe how future product introductions will be priced and align with Contract pricing proposed.

New products being introduced to the Loftwall assortment will be priced at the current market value and the tiered volume discount structure will apply.

xv. Q: Describe any rental, leasing or financing options.

A: Loftwall does not provide rental, leasing or financing options at this time.

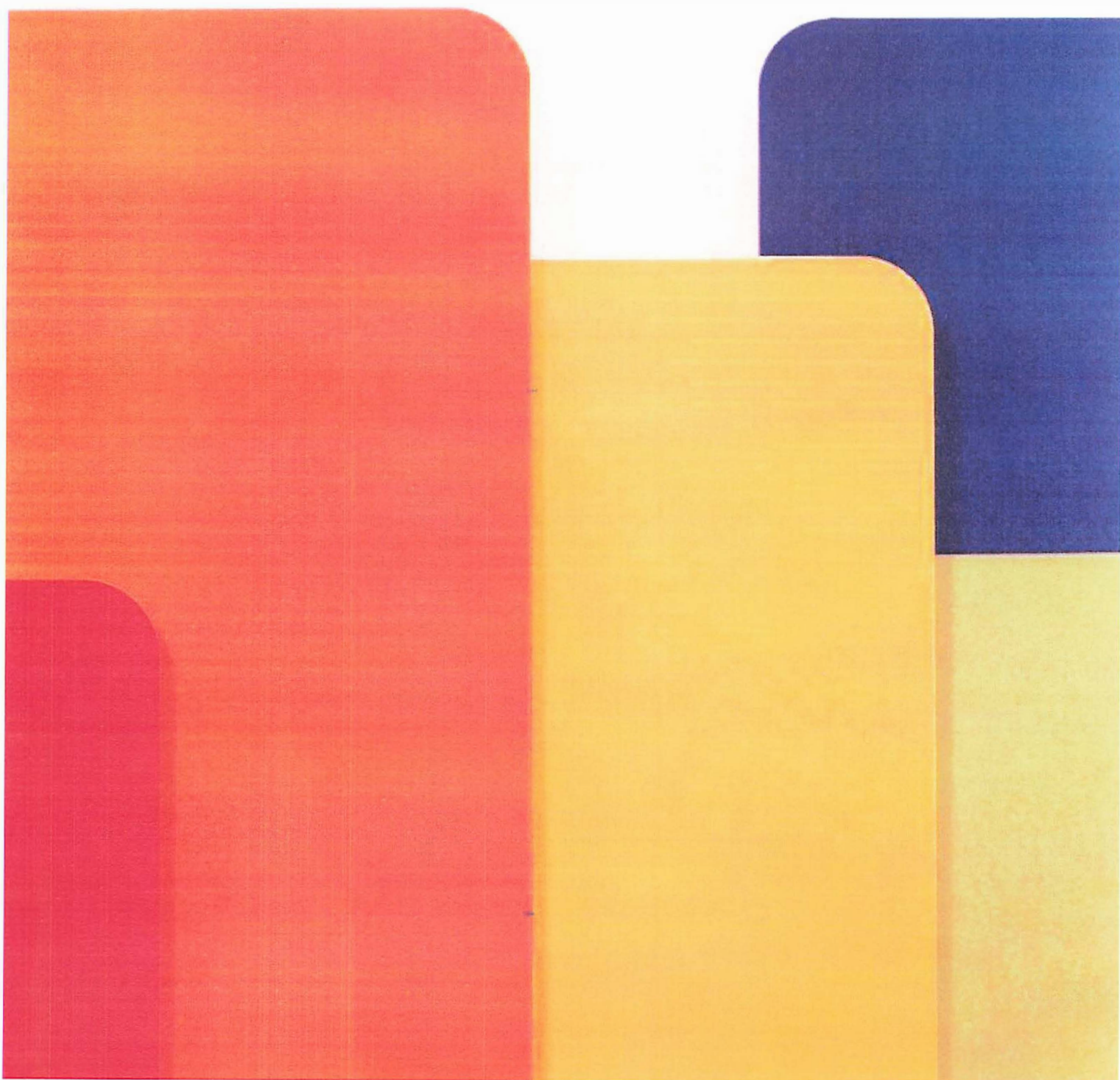
xvi. Q: Provide any additional information relevant to this section.

A: Loftwall is pleased to provide the tiered discount structure outlined above. For orders that exceed \$500,000 List, Loftwall is willing to evaluate discounting levels and extend deeper discounts if feasible.

LOFTWALL

PRICE GUIDE

LIST PRICES 2022



CRAFTING YOUR LOFTWALL PRODUCT

Our Product Formula

KIT + PANELS + BASES

KIT

Think of Kits as the hardware structure of all of our products. Kits determine the size and style of the product.

PANELS

Panels are the finishes that bring your product to life. From color to material, panels are what differentiate each order.

BASES

The final step in customizing your Loftwall product is picking a base. From casters bases to floor mount bases we have a range of options.

PRODUCT CATEGORIES

While this is our master formula, not all product categories use each component of the equation. Read on for more details.

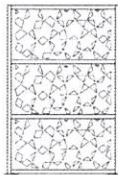
WALL DIVIDERS

KIT + PANELS + BASES

Framework, Chisel, Buffer, Flox, Weave, Web, Wave and Split need each component of the product formula



Framework
pages 3 - 6



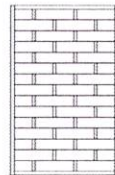
Chisel
page 3 - 6



Buffer
page 8



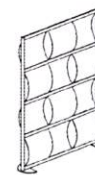
Flox
page 14



Weave
page 14



Web
page 15



Wave
page 15

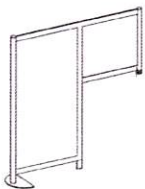


Split
page 16

DESK DIVIDERS

KIT + PANELS + BASES

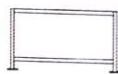
While Hitch and Counter Shield use bases, Parallel, Shelter, Desk Shield and Hide do not



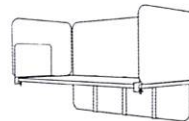
Hitch
page 17



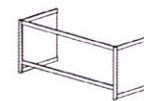
Shelter
page 18



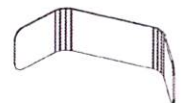
Counter Shield
page 18



Parallel
page 20



Desk Shield
page 23



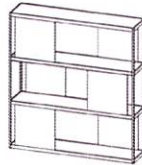
Hide
page 23



FLEXIBLE SHELVING

KIT + PANELS

To specify Shift, a kit and panels are needed

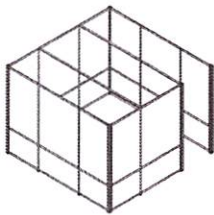


Shift
page 19

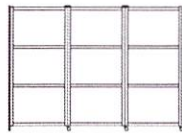
ARCHITECTURAL SOLUTIONS

KIT + PANELS + BASES

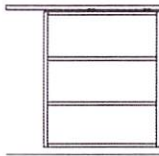
Rooms, Pivot, Glide, and Hover each need a kit, panels and bases to specify



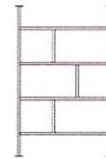
Rooms
pages 9 - 13



Pivot
page 14



Glide
page 19

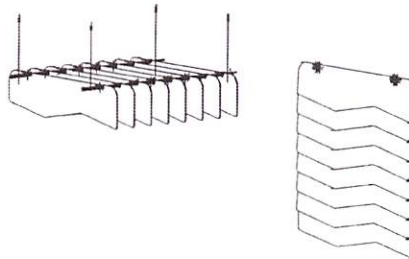


Hover
page 23

ACOUSTIC BAFFLING

KIT + PANEL

As either ceiling hung or wall mounted solutions, Tempo and Chisel do not need bases specified



Tempo
pages 21 - 22



FRAMEWALL

Frame

Includes hardware. Custom frame colors available, please see Frame Colors section on page 7.

Infill Panels

Infills are readily available in Level 1 and Level 2 grades. Custom and Level 3 panels can be quoted on request. See Infill Panels section for details.

Add-on Walls

For Low Height Add-on Walls, subtract \$80 from displayed prices. For Full Height Add-on Walls, subtract \$140 from displayed prices.

Calculating Price

To calculate a total Framewall price, take the "Frame + Bases" price and add in the price of your selected "Infill Panels". Infill Panels can be found below.

HOW TO PRICE

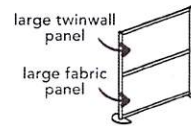
1. Select your style

Frame Only	Frame + Bases	Frame + Bases + Panels
PWSV-4-LH-3-2 0 Large	\$190	\$1,410 - \$2,350
PWSV-4-LH-3-1 1 Large	\$475	\$1,305 - \$2,445
PWSV-4-LH-3-1 2 Large	\$475	\$1,305 - \$2,445
PWSV-4-LH-3-0 2 Large	\$770	\$1,350 - \$2,340

2. Select your panels

LEVEL 1	Description	Small	Large
A-kü-s-tik	Sound-absorbing panel	\$60	\$120
Twinwall Polycarbonate	Translucent panel		
LEVEL 2	Description	Small	Large
Frosted or Clear Acrylic	Translucent panel	\$120	\$235
Magnetic or Nonmagnetic Dry Erase	White dry erase surface		
Fabric Covered Panel	Felt covered		
Cutout Composite Panel	Pegboard & Web		
Laminates	Woodgrain and solid finishes		
Chisel	Knife cut acoustic panel		
LEVEL 3	Description	Small	Large
Slat Panel	Wooden slat board panel	\$185	\$365
Blox Panel	Up to 85% sound absorption	\$370	\$730
Custom Artwork Panel	Custom Branded Panels	quote	quote
Custom Material Panel	3Form, Lumicor, Wilsonart	quote	quote

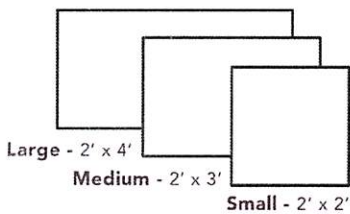
3. Add it all together!



\$1,060 (Frame + Bases Price)
 + \$120 (1 - large twinwall panel)
 + \$240 (1 - large fabric panel)
\$1,420

That's it! That's your list price!

INFILL PANELS

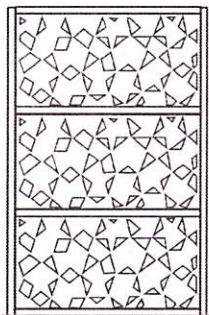


Infill Panels

Infills are available with all Framewall products in a range of standard or customer specified finishes. Infill panels are .25" nominal thickness.

LEVEL 1	Description	Small	Medium	Large
A-kü-s-tik	Sound-absorbing panel	\$60	\$90	\$120
Twinwall Polycarbonate	Translucent panel			

LEVEL 2	Description	Small	Medium	Large
Frosted or Clear Acrylic	Translucent panel	\$120	\$175	\$235
Magnetic or Nonmagnetic Dry Erase	White dry erase surface			
Fabric Covered Panel	Felt covered			
Cutout Composite Panel	Pegboard & Web			
Laminates	Woodgrain and solid finishes			
Chisel	Knife cut acoustic panel			



Chisel Panels

Knife cut acoustic panels cut down noise and look good doing it.
 SKU shown: FW-SV-FH-4-4.0

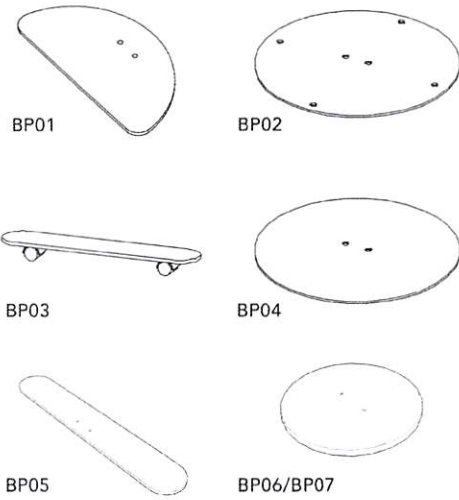
LEVEL 3	Description	Small	Medium	Large
Slat Panel	Wooden slat board panel	\$185	\$270	\$365
Blox Panel	Up to 85% sound absorption	\$370	N/A	\$730
Custom Artwork Panel	Custom Branded Panels	quote	quote	quote
Custom Material Panel	3Form, Lumicor, Wilsonart	quote	quote	quote



BASES

Base options for permanent floor, link, flush and caster base.

BP01	Half Moon Base	\$115
BP02	12" Floor Mount Plate	\$115
BP03	Caster Base	\$115
BP04	12" Dia. LINK Base	\$115
BP05	Flush Base	\$115
BP06	6" Floor Mount Plate	\$115
BP07	6" Non-floor Mounted Base	\$115



FRAMEWALL

Frame

Includes hardware. Custom frame colors available, please see Frame Colors section on page 7.

Infill Panels

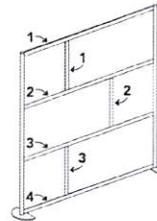
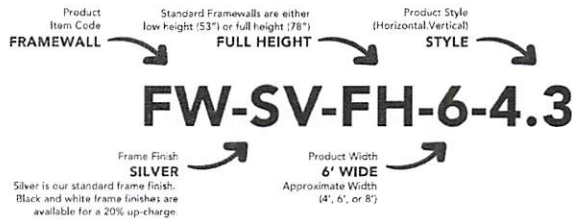
Infills are readily available in Level 1 and Level 2 grades. Custom and Level 3 panels can be quoted on request. See Infill Panels section for details.

Add-on Walls

For Low Height Add-on Walls, subtract \$80 from displayed prices. For Full Height Add-on Walls, subtract \$140 from displayed prices.

Calculating Price

To calculate a total Framewall price, take the "Frame + Bases" price and add in the price of your selected "Infill Panels". Infill Panels prices can be found on page 3.



Product Style

To calculate our product style, take the "horizontal bars" + "." + "vertical bars". Therefore, the left wall would be "4.3".

28" WIDE STYLES

LOW HEIGHT (53" H)



FW-SV-LH-2-3.0
2 smalls,
0 larges

	Frame Only	Frame + Bases	Frame + Bases + Panels
FW-SV-LH-2-3.0	\$735	\$965	\$1,085 - \$1,705

FULL HEIGHT (78" H)



FW-SV-FH-2-4.0
3 smalls,
0 larges

	Frame Only	Frame + Bases	Frame + Bases + Panels
FW-SV-FH-2-4.0	\$850	\$1,080	\$1,260 - \$2,190



FRAMEWALL

Frame

Includes hardware. Custom frame colors available, please see Frame Colors section on page 7.

Infill Panels

Infills are readily available in Level 1 and Level 2 grades. Custom and Level 3 panels can be quoted on request. See Infill Panels section for details.

Add-on Walls

For Low Height Add-on Walls, subtract \$80 from displayed prices.
For Full Height Add-on Walls, subtract \$140 from displayed prices.

Calculating Price

To calculate a total Framewall price, take the "Frame + Bases" price and add in the price of your selected "Infill Panels". Infill Panels prices can be found on page 3.

40" WIDE STYLES

LOW HEIGHT (53" H)



FW-SV-LH-3-3.0
2 mediums,
0 larges

	Frame Only	Frame + Bases	Frame + Bases + Panels
FW-SV-LH-3-3.0	\$790	\$1,020	\$1,200 - \$1,560

FULL HEIGHT (78" H)



FW-SV-FH-3-4.0
3 mediums,
0 larges

	Frame Only	Frame + Bases	Frame + Bases + Panels
FW-SV-FH-3-4.0	\$900	\$1,130	\$1,400 - \$1,940

52" WIDE STYLES

LOW HEIGHT (53" H)



FW-SV-LH-4-3.2
4 smalls,
0 larges



FW-SV-LH-4-3.1
2 smalls,
1 large



FW-SV-LH-4-3.1
2 smalls,
1 large



FW-SV-LH-4-3.0
0 smalls,
2 larges

	Frame Only	Frame + Bases	Frame + Bases + Panels
FW-SV-LH-4-3.2	\$1,060	\$1,290	\$1,530 - \$2,755
FW-SV-LH-4-3.1	\$945	\$1,175	\$1,415 - \$2,640
FW-SV-LH-4-3.1	\$945	\$1,275	\$1,415 - \$2,755
FW-SV-LH-4-3.0	\$835	\$1,065	\$1,305 - \$2,530

FULL HEIGHT (78" H)



FW-SV-FH-4-4.3
6 smalls,
0 larges



FW-SV-FH-4-4.1
2 smalls,
2 large



FW-SV-FH-4-4.2
4 smalls,
1 large



FW-SV-FH-4-4.0
0 smalls,
3 larges

	Frame Only	Frame + Bases	Frame + Bases + Panels
FW-SV-FH-4-4.3	\$1,310	\$1,540	\$1,900 - \$3,740
FW-SV-FH-4-4.1	\$1,080	\$1,310	\$1,670 - \$3,510
FW-SV-FH-4-4.2	\$1,195	\$1,425	\$1,785 - \$3,625
FW-SV-FH-4-4.0	\$965	\$1,195	\$1,555 - \$3,400



FRAMEWALL

Frame

Includes hardware. Custom frame colors available, please see Frame Colors section on page 7.

Infill Panels

Infills are readily available in Level 1 and Level 2 grades. Custom and Level 3 panels can be quoted on request. See Infill Panels section for details.

Add-on Walls

For Low Height Add-on Walls, subtract \$80 from displayed prices.
For Full Height Add-on Walls, subtract \$140 from displayed prices.

Calculating Price

To calculate a total Framewall price, take the "Frame + Bases" price and add in the price of your selected "Infill Panels". Infill Panels prices can be found on page 3.

76" WIDE STYLES

LOW HEIGHT (53" H)



FW-SV-LH-6-3.2
2 smalls,
2 larges



FW-SV-LH-6-3.3
4 smalls,
1 large



FW-SV-LH-6-3.4
6 smalls,
0 large



FW-SV-LH-6-3.22
4 mediums

	Frame Only	Frame + Bases	Frame + Bases + Panels
FW-SV-LH-6-3.2	\$1,125	\$1,355	\$1,715 - \$3,555
FW-SV-LH-6-3.3	\$1,240	\$1,470	\$1,820 - \$3,670
FW-SV-LH-6-3.4	\$1,350	\$1,580	\$1,940 - \$3,780
FW-SV-LH-6-3.22	\$1,125	\$1,355	\$1,715 - \$3,555

FULL HEIGHT (78" H)



FW-SV-FH-6-4.3
3 smalls,
3 larges



FW-SV-FH-6-4.4
5 smalls,
2 larges



FW-SV-FH-6-4.6
9 smalls,
0 larges



FW-SV-FH-6-4.33
6 mediums

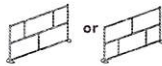
	Frame Only	Frame + Bases	Frame + Bases + Panels
FW-SV-FH-6-4.3	\$1,410	\$1,640	\$2,170 - \$4,940
FW-SV-FH-6-4.4	\$1,525	\$1,755	\$2,285 - \$5,055
FW-SV-FH-6-4.6	\$1,865	\$2,095	\$2,625 - \$5,395
FW-SV-FH-6-4.33	\$1,410	\$1,640	\$2,180 - \$4,940

100" WIDE STYLES

LOW HEIGHT (53" H)



FW-SV-LH-8-3.2
0 smalls,
4 larges



FW-SV-LH-8-3.3
2 smalls,
3 larges



FW-SV-LH-8-3.4
4 smalls,
2 larges



FW-SV-LH-8-3.6
8 smalls,
0 larges

	Frame Only	Frame + Bases	Frame + Bases + Panels
FW-SV-LH-8-3.2	\$1,350	\$1,580	\$2,060 - \$4,515
FW-SV-LH-8-3.3	\$1,465	\$1,695	\$2,165 - \$4,630
FW-SV-LH-8-3.4	\$1,575	\$1,805	\$2,285 - \$4,740
FW-SV-LH-8-3.6	\$1,680	\$1,910	\$2,380 - \$4,845

FULL HEIGHT (78" H)



FW-SV-FH-8-4.3
0 smalls,
6 larges



FW-SV-FH-8-4.4
2 smalls,
5 larges



FW-SV-FH-8-4.5
4 smalls,
4 larges



FW-SV-FH-8-4.6
6 smalls,
3 larges



FW-SV-FH-8-4.9
12 smalls,
0 larges

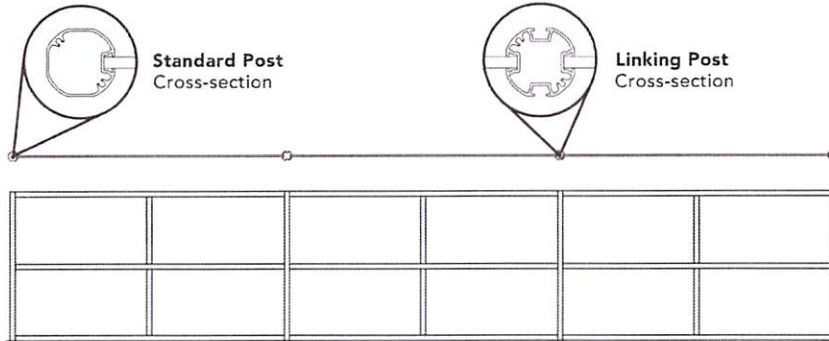
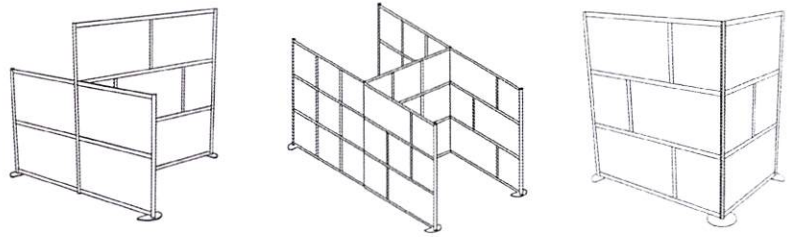
	Frame Only	Frame + Bases	Frame + Bases + Panels
FW-SV-FH-8-4.3	\$1,680	\$1,910	\$2,620 - \$6,315
FW-SV-FH-8-4.4	\$1,795	\$2,025	\$2,735 - \$6,430
FW-SV-FH-8-4.5	\$1,910	\$2,140	\$2,845 - \$6,540
FW-SV-FH-8-4.6	\$2,020	\$2,250	\$2,960 - \$6,655
FW-SV-FH-8-4.9	\$2,135	\$2,365	\$3,075 - \$6,770



LINKING PRODUCTS

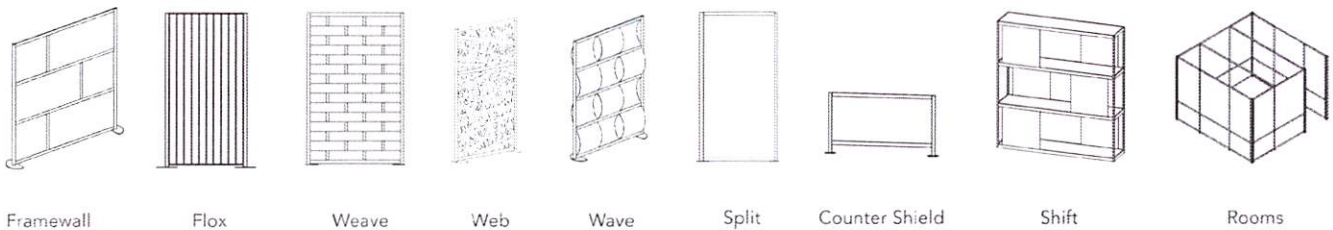
Select products have the ability to link together and form longer runs, 90° corners, and even 4-way joints.

To add linking products to your project, please reach out to our team at Quotes@loftwall.com



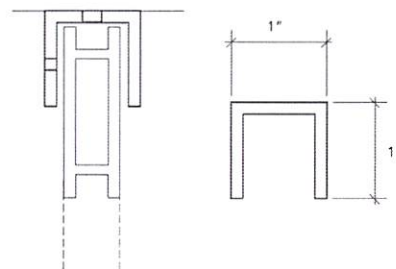
For example, using linking posts, Framewalls can be combined to make longer runs.

PRODUCTS THAT CAN LINK TOGETHER



WALL MOUNT

Attach any frame to permanent wall or surface. U-Profile pre-drilled for mounting. Professional installation may be required. Only available for ending walls.



WMU-FH	78" U Channel and Extrusion	\$340
WMU-LH	53" U Channel and Extrusion	\$250

FRAME COLORS

Frames are standard with Clear Anodized Aluminum finish. Powder-coating options include standard colors & custom color finishes. Optional finishes includes frame and bases.

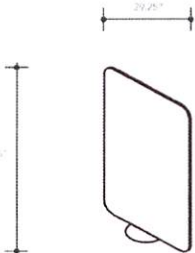


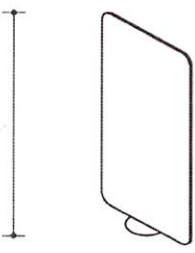


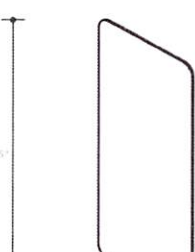


FINISH	
White, Black (Premium)	20% up-charge on frame price with \$200 minimum.
Custom Colors and Finishes	quote



BUFFER

Finishes

Regardless of panel or base finishes, all similar sized Buffers are priced the same.

	2' WIDE 29.25"	3' WIDE 39"	4' WIDE 44.5"
4' TALL 46.5"	 <p>Quantity of 1: \$1,040 Quantity of 3: \$840 per Quantity of 5+: \$740 per</p>	 <p>Quantity of 1: \$1,120 Quantity of 3: \$920 per Quantity of 5+: \$820 per</p>	 <p>Quantity of 1: \$1,185 Quantity of 3: \$985 per Quantity of 5+: \$885 per</p>
5' TALL 54.5"	 <p>Quantity of 1: \$1,100 Quantity of 3: \$900 per Quantity of 5+: \$800 per</p>	 <p>Quantity of 1: \$1,200 Quantity of 3: \$1,000 per Quantity of 5+: \$900 per</p>	 <p>Quantity of 1: \$1,270 Quantity of 3: \$1,070 per Quantity of 5+: \$970 per</p>
6' TALL 58.25"	 <p>Quantity of 1: \$1,155 Quantity of 3: \$955 per Quantity of 5+: \$855 per</p>	 <p>Quantity of 1: \$1,250 Quantity of 3: \$1,050 per Quantity of 5+: \$950 per</p>	 <p>Quantity of 1: \$1,350 Quantity of 3: \$1,150 per Quantity of 5+: \$1,050 per</p>

Quantity Discounting

Any Buffer ordered counts towards the collective quantity discounting. For example, if 3 Buffers of various sizes are purchased, each Buffer will be priced at the "Quantity of 3" price tier.



ROOMS

Frame Finishes

Room frames are offered in 3 standard colors: anodized aluminum, matte black, and glossy white. All standard colors are priced the same. Custom colors are available on a project-by-project basis.

Wall Styles

Room walls are available in 3 design styles. All design styles are priced the same. Please consult the Rooms product guide for more information.

Wall Infills

Room walls are available with multiple panel infills. All Room walls are priced the same regardless of the specified infill panels.

Wall Widths

For standard Room walls, wall widths are the only determining factor for price. Please see the tables to the right.

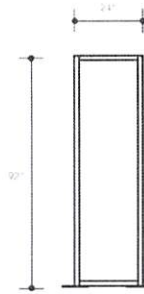
Mounting Styles

Rooms can either have freestanding leveling feet (\$0) or floor mounted leveling feet (+\$200).

Wall mounting kits can be added for +\$200.

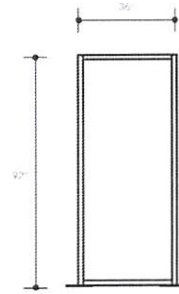
All I's, L's, and T's must be wall mounted.

24"
WIDE



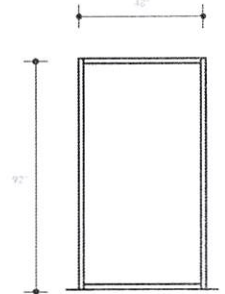
2' Wall: \$1,445

36"
WIDE



3' Wall: \$1,665
3' Door: \$2,555

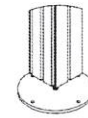
48"
WIDE



4' Wall: \$1,890
4' Door: \$2,780



Free Standing
with leveling feet
list price: \$0



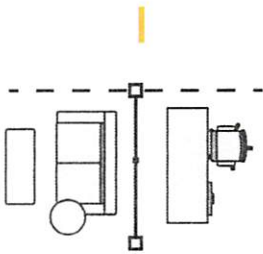
Floor Mounted
with leveling feet
list price: \$200



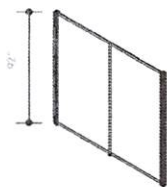
Wall Mounted
with leveling feet
list price: \$200

SHAPES

Simple designs intended to get the ball rolling. Shapes can be combined and even grow overtime as your space's needs change.



Designed to fit your space. It can be created with any combination of walls.

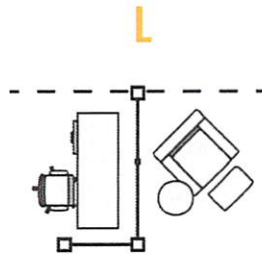


Shown with (2) 4' wide Room walls and a wall mount.

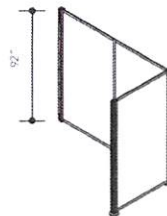
I Shape

Wall Prices Above

+ Mounting Prices Above



Designed to fit your space. It can be created with any combination of walls.

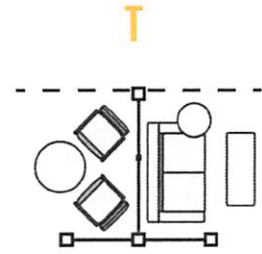


Shown with (2) 4' wide Room walls and a wall mount.

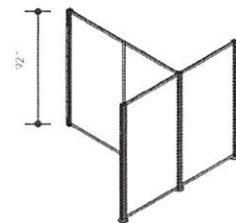
L Shape Pricing

Wall Prices Above

+ Mounting Prices Above



Designed to fit your space. It can be created with any combination of walls.



Shown with (3) 4' wide Room walls and a wall mount.

T Shape Pricing

Wall Prices Above

+ Mounting Prices Above



All prices shown are in USD. All prices are valid as of 6/1/2022. Please visit www.loftwall.com/pricing for the most up-to-date pricing.

ROOMS

Frame Finishes

Room frames are offered in 3 standard colors: anodized aluminum, matte black, and glossy white. All standard colors are priced the same. Custom colors are available on a project-by-project basis.

Wall Styles

Room walls are available in 3 design styles. All design styles are priced the same. Please consult the Rooms product guide for more information.

Wall Infills

Room walls are available with multiple panel infills. All Room walls are priced the same regardless of the specified infill panels.

Wall Widths

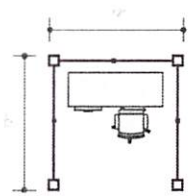
For standard Room walls, wall widths are the only determining factor for price. Please see the tables to the right.



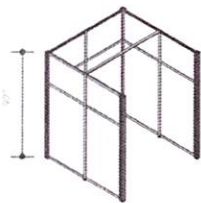
POD TYPICALS

6' x 6' focus spaces designed to move you into a productive flow state. Perfect as dedicated workspaces or retreat relaxation zones. Available in all wall styles.

6' X 6'



Created using (6) 3' wide Room walls.



Shown with Style 3 walls. Available in all wall styles.



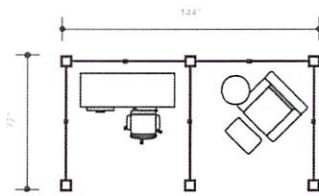
Priced as (6) 3' wide Room walls.

6' x 6' Pod

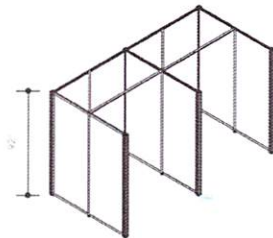
List Price

\$10,800

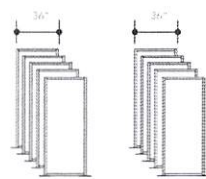
6' X 12'



Created using (10) 3' wide Room walls.



Shown with Style 1 walls. Available in all wall styles.



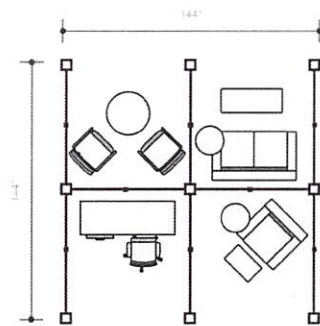
Priced as (10) 3' wide Room walls.

6' x 12' Pods

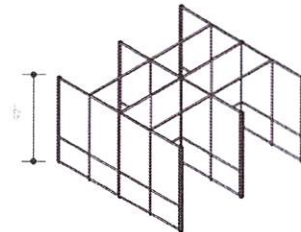
List Price

\$18,000

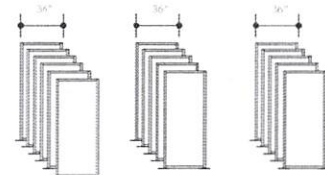
12' X 12'



Created using (16) 3' wide Room walls.



Shown with Style 2 walls. Available in all wall styles.



Priced as (16) 3' wide Room walls.

12' x 12' Pods

List Price

\$28,800



ROOMS

Frame Finishes

Room frames are offered in 3 standard colors: anodized aluminum, matte black, and glossy white. All standard colors are priced the same. Custom colors are available on a project-by-project basis.

Wall Styles

Room walls are available in 3 design styles. All design styles are priced the same. Please consult the Rooms product guide for more information.

Wall Infills

Room walls are available with multiple panel infills. All Room walls are priced the same regardless of the specified infill panels.

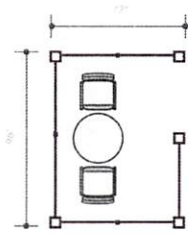
Wall Widths

For standard Room walls, wall widths are the only determining factor for price. Please see the tables on page 8.

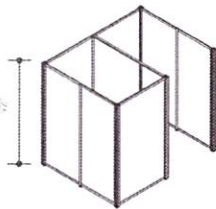
SMALL GROUP TYPICALS

Small group touchdown spaces. Designed and stylized for maximum collaboration for groups of 2 - 6 people. Available in all wall styles.

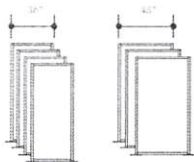
8' X 6'



Created using (4) 3' wide Room walls and (3) 4' wide Room walls.



Shown with Style 1 walls. Available in all wall styles.



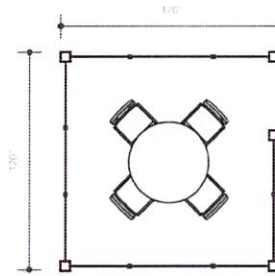
Priced as (4) 3' wide Room walls and (3) 4' wide Room walls.

8' x 6' Room

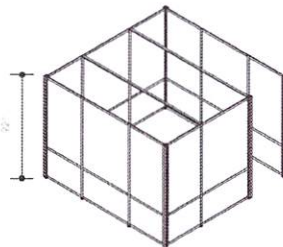
List Price

\$13,320

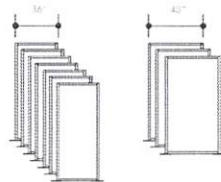
10' X 10'



Created using (7) 3' wide Room walls and (4) 4' wide Room Walls.



Shown with Style 2 walls. Available in all wall styles.



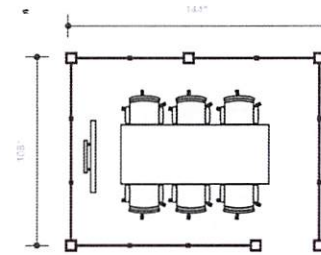
Priced as (7) 3' wide Room walls and (4) 4' wide Room walls.

10' x 10' Room

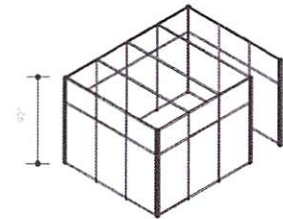
List Price

\$18,720

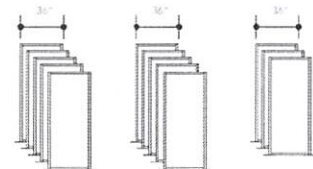
9' X 12'



Created using (13) 3' wide Room walls.



Shown with Style 3 walls. Available in all wall styles.



Created with and priced like (13) 3' wide Room walls.

9' x 12' Room

List Price

\$23,400



ROOMS

Frame Finishes

Room frames are offered in 3 standard colors: anodized aluminum, matte black, and glossy white. All standard colors are priced the same. Custom colors are available on a project-by-project basis.

Wall Styles

Room walls are available in 3 design styles. All design styles are priced the same. Please consult the Rooms product guide for more information.

Wall Infills

Room walls are available with multiple panel infills. All Room walls are priced the same regardless of the specified infill panels.

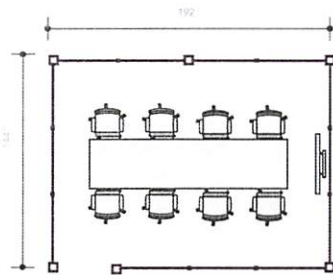
Wall Widths

For standard Room walls, wall widths are the only determining factor for price. Please see the tables on page 8.

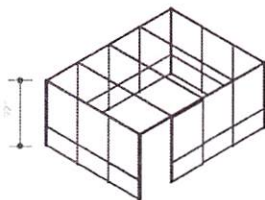
LARGE GROUP TYPICALS

Large group meeting spaces. War rooms for your team to collaborate in real time. Designed for groups of 7 or more. Available in all wall styles.

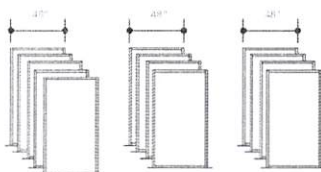
12' X 16'



Created using (1) 131.4" wide Room walls.



Shown with Style 2 walls. Available in all wall styles.



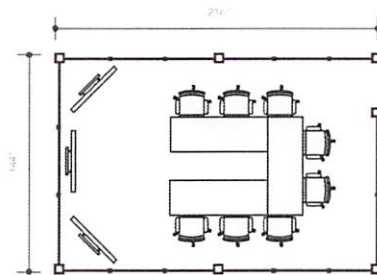
Priced as (1) 131.4" wide Room walls.

12' x 16' Room

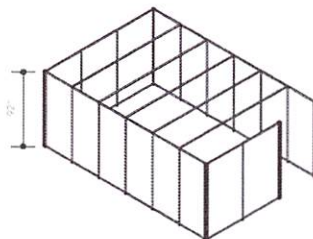
List Price

\$26,520

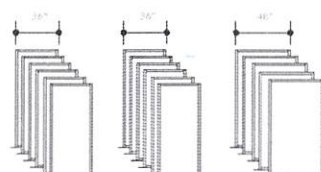
12' X 18'



Created using (1) 121.3" wide Room walls and (5) 51.4" wide Room walls.



Shown with Style 1 walls. Available in all wall styles.



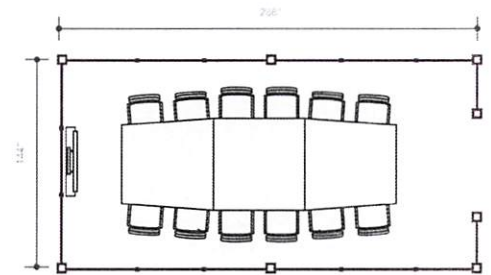
Priced as (1) 121.3" wide Room walls and (5) 51.4" wide Room walls.

12' x 18' Room

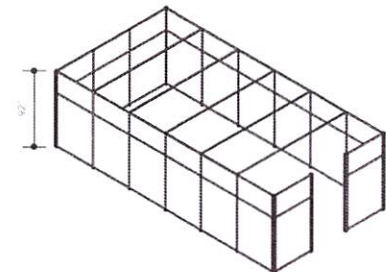
List Price

\$31,800

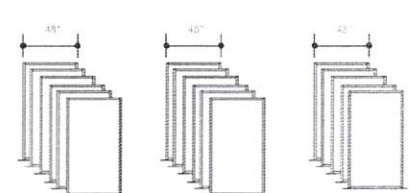
12' X 24'



Created using (1) 171.4" wide Room walls.



Shown with Style 2 walls. Available in all wall styles.



Created with and priced like (1) 171.4" wide Room walls.

12' x 24' Room

List Price

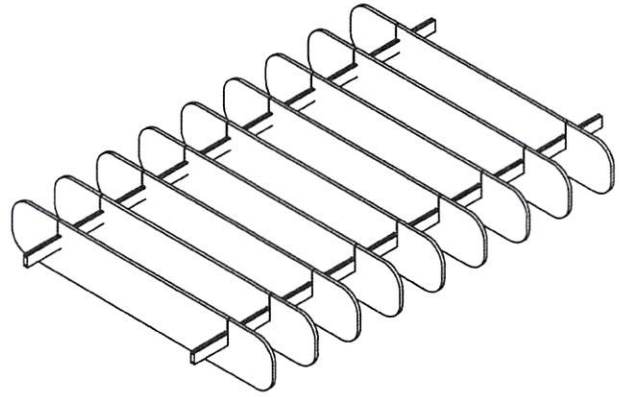
\$34,680



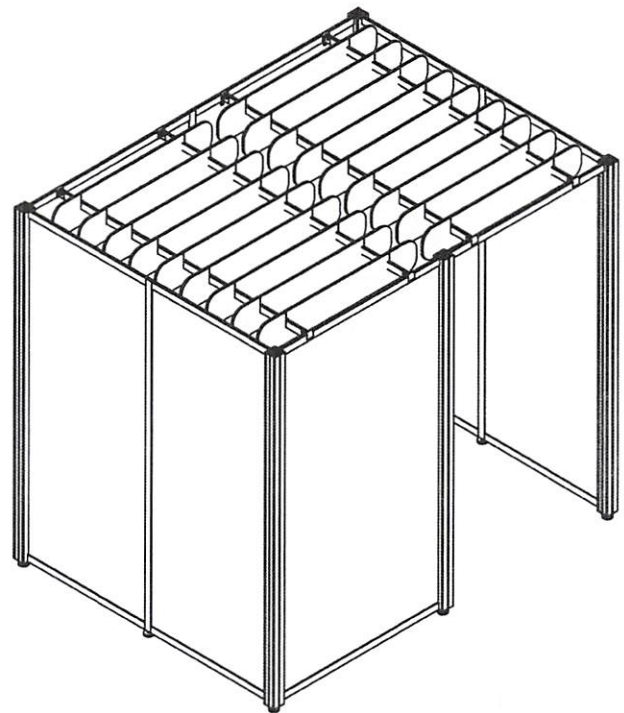
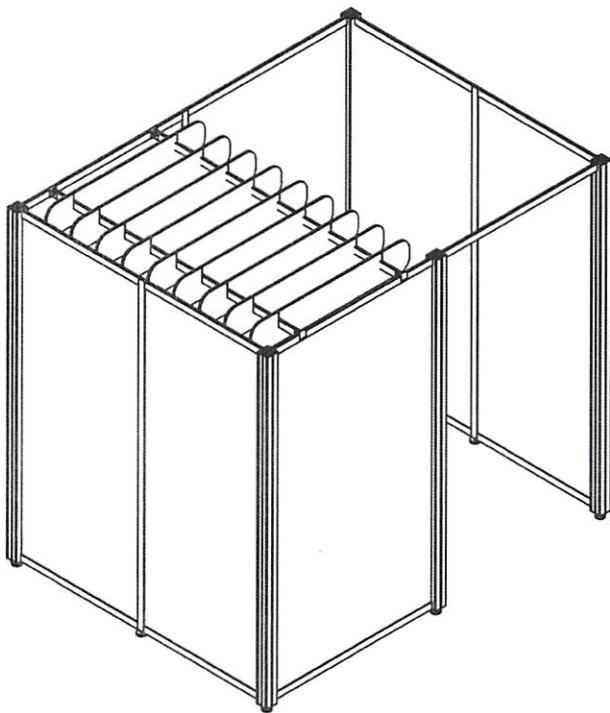
ROOMS BAFFLES

Baffle panels are made from 60% post-consumer recycled polyester (PET) felt. 0.25" thick Baffle panels are available with either a Cobalt, Midnight, Charcoal, Marble, Pewter or Steel finish. 0.50" thick Baffle panels are available with either a Charcoal or Marble finish.

Baffle-Beams are similar to the typical extrusion used in Loftwall product but utilize a cam-lock mechanism to span across the Room. Baffle-Beams cannot span longer than 12'.



BAFFLES	List Price
Baffles with 0.25" Thick Panels and Baffle-Beams	\$30/sq ft
Baffles with 0.5" Thick Panels and Baffle-Beams	\$35/sq ft



PIVOT

Pivot is compatible with all infill panels listed on page 3 except Blox and Dry Erase Magnetic Standard Pivot sizes are based on 2' x 3' infill panels.

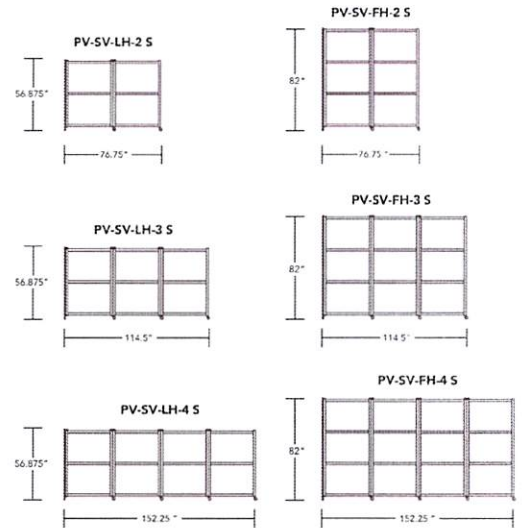
Frame

Custom frame colors available, please see Frame Colors section on page 7.

Hardware

Pivots come standard with non-locking casters. Locking casters can be added for no additional price.

		Not Assembled	Preassembled
PV-SV-LH-2S	2 Section, Low Height Wall with Infill Panels	\$2,800	\$3,350
PV-SV-LH-3S	3 Section, Low Height Wall with Infill Panels	\$4,215	\$5,025
PV-SV-LH-4S	4 Section, Low Height Wall with Infill Panels	\$5,630	\$6,700
PV-SV-FH-2S	2 Section, Full Height Wall with Infill Panels	\$3,675	\$4,215
PV-SV-FH-3S	4 Section, Full Height Wall with Infill Panels	\$5,510	\$6,320
PV-SV-FH-4S	4 Section, Full Height Wall with Infill Panels	\$7,345	\$8,425



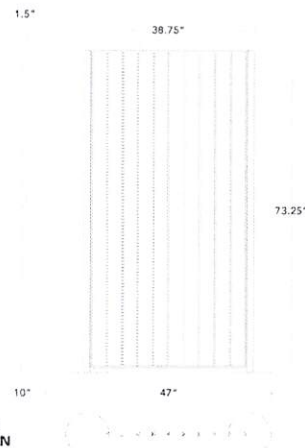
FLOX

A flexible acoustical system that bends and conforms to control your space your way. Panels are made with a premium wool felt blend with a soft, textured feel that can neutralize VOC pollutants. Available in Stone, Heather, and Ivory.

Frame

Custom frame colors available. See Frame Colors section on page 7.

		Anodized Silver
FX-SV	Stand Alone	\$2,025
FX-SV-LINK	Add On Unit	\$1,850



WEAVE

Weave is available with Midnight, Cobalt, Charcoal, Steel, Marble or Pewter PET strips.

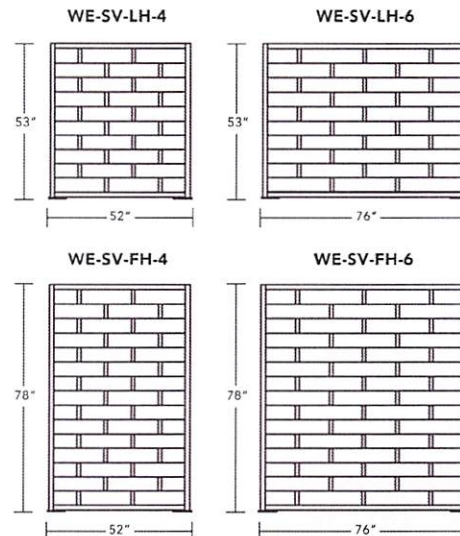
Frame

Custom frame colors available, please see Frame Colors section on page 7.

Bases

Bases are not included in pricing, for all base pricing see page 4.

	Low Height	Full Height
4' Wide	\$1,285	\$1,650
6' Wide	\$1,465	\$1,920



WEB

Panels are available in White, Black and Gray finishes.

Frame

Custom frame colors available, please see Frame Colors section on page 7.

Bases

Bases are not included in pricing, for all base pricing see page 4.

CONFIGURATIONS

52" Wide

FW-SV-FH-4-4.0
with Web panels

78" T

\$1,680



FW-SV-LH-4-3.0
with Web panels

53" T

\$1,310



76" Wide

FW-SV-FH-6-4.33
with Web panels

78" T

\$2,480



FW-SV-LH-6-3.22
with Web panels

53" T

\$1,840



100" Wide

FW-SV-FH-8-4.3
with Web panels

78" T

\$3,105



FW-SV-LH-8-3.2
with Web panels

53" T

\$2,300



WAVE

Panels are available in White, Black and Gray finishes.

Frame

Custom frame colors available, please see Frame Colors section on page 7.

Bases

Bases are not included in pricing, for all base pricing see page 4.

CONFIGURATIONS

52" Wide

WA-SV-FH-4

78" T

\$1,350

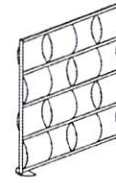


76" Wide

WA-SV-FH-6

78" T

\$1,610

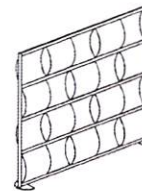


100" Wide

WA-SV-FH-8

78" T

\$1,855



SPLIT

Pricing

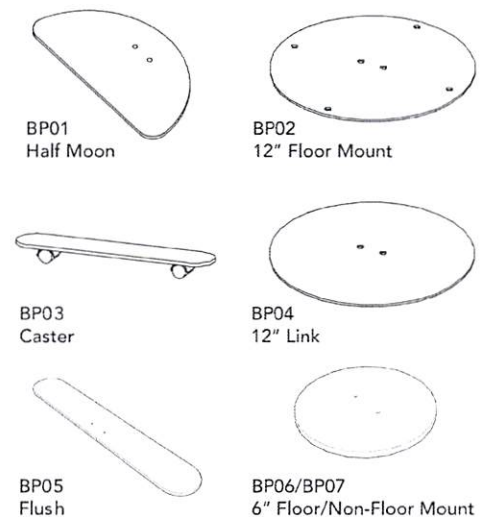
List prices include all necessary hardware and are shown in our standard silver (anodized aluminum) finish. Pricing levels are determined by infill panels.

	40" WIDE	52" WIDE	76" WIDE	100" WIDE
53" TALL				
	Level 1: \$1,005 Level 2: \$1,150 Level 3: Quote	Level 1: \$1,105 Level 2: \$1,300 Level 3: Quote	Level 1: \$1,670 Level 2: \$1,960 Level 3: Quote	Level 1: \$1,765 Level 2: \$2,155 Level 3: Quote
78" TALL				
	Level 1: \$1,270 Level 2: \$1,490 Level 3: Quote	Level 1: \$1,330 Level 2: \$1,620 Level 3: Quote	Level 1: \$2,170 Level 2: \$2,610 Level 3: Quote	Level 1: \$2,260 Level 2: \$2,840 Level 3: Quote

INFILL PANELS

LEVEL 1	Description
A-kus-tik	Sound-absorbing panel
Twinwall Polycarbonate	Translucent panel
LEVEL 2	Description
Frosted or Clear Acrylic	Translucent panel
Nonmagnetic Dry Erase	White dry erase surface
Laminates	Woodgrain and solid finishes
LEVEL 3	Description
Cutout Composite Panel	Pegboard
Slat Panel	Wooden slat board panels
Custom Artwork Panel	Custom branded panels
Custom Material Panel	3Form, Lumicor, Wilsonart

BASE OPTIONS



FRAME FINISHES

Silver (Anodized Aluminum)	no up-charge (prices shown)
Glossy White or Matte Black	20% up-charge
Custom Colors and Finishes	quote



HITCH

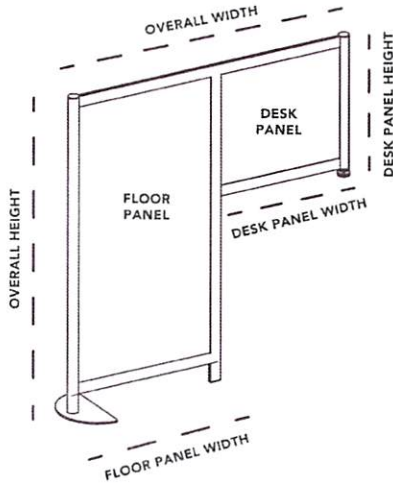
Frame Finishes

Includes hardware. Custom frame colors available, please see Frame Colors section on page 7.

Panel Pricing

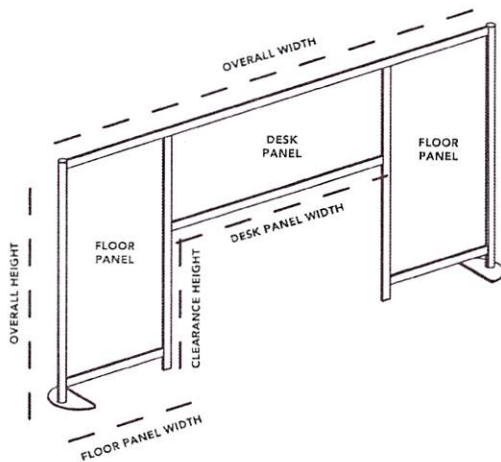
All Hitch list prices include the necessary panels. All Hitch panels are priced the same.

SINGLE HITCH



MODEL NAME	HT-SV-24-SNG	HT-SV-30-SNG
DESIGNED FOR	24" Deep Desk	30" Deep Desk
OVERALL HEIGHT	53"	53"
OVERALL WIDTH	52"	58"
DESK PANEL HEIGHT	22"	22"
DESK PANEL WIDTH	23"	29"
FLOOR PANEL WIDTH	30"	30"
LIST PRICE	\$870	\$1,010

DOUBLE HITCH



MODEL NAME	HT-SV-51-DBL	HT-SV-55-DBL	HT-SV-63-DBL	HT-SV-67-DBL
DESIGNED FOR	48" Wide Table	Back-Back 24" Deep Desks	60" Wide Table	Back-Back 30" Deep Desks
OVERALL HEIGHT	53"	53"	53"	53"
OVERALL WIDTH	108"	112"	120"	124"
DESK PANEL WIDTH	51"	55"	63"	67"
FLOOR PANEL WIDTH	30"	30"	30"	30"
CLEARANCE HEIGHT	30"	30"	30"	30"
LIST PRICE	\$1,735	\$1,930	\$2,120	\$2,310



COUNTER SHIELD

Finishes

All Counter Shields are available with a silver aluminum frame (except Lite) and clear acrylic panels.

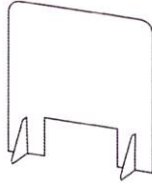
Lite Model

Small (24" W x 24" H x 10" D)

CS-SM-LITE | \$205

Large (48" W x 24" H x 10" D)

CS-LG-LITE | \$400



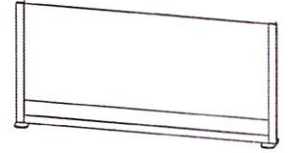
Basic Model

Small (32" W x 28" H x 6" D)

CS-SV-SM-BASC | \$375

Large (59" W x 28" H x 6" D)

CS-SV-LG-BASC | \$670



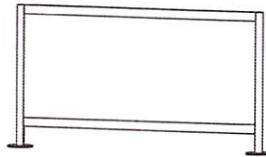
Classic Model

Small (36" W x 28" H x 6" D)

CS-SV-SM-CLSC | \$515

Large (63" W x 28" H x 6" D)

CS-SV-LG-CLSC | \$855



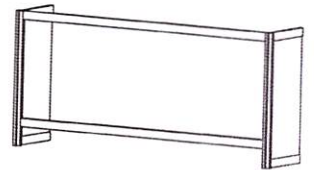
Wrap Model

Small (32" W x 28" H x 13" D)

CS-SV-SM-WRAP | \$610

Large (59" W x 28" H x 13" D)

CS-SV-LG-WRAP | \$995



SHELTER

Finish Options

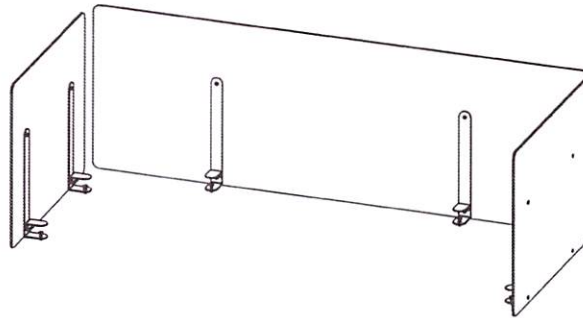
Available with acoustic PET or acrylic panels.

PET Finishes

Marble and Charcoal PET available.

Acrylic Finishes

Clear and frosted acrylic available.



SIDE PANEL

24" W x 24" H	PET	Acrylic
	\$300	\$470
30" W x 24" H	PET	Acrylic
	\$345	\$510

BACK PANEL

48" W x 24" H	PET	Acrylic
	\$435	\$615
60" W x 24" H	PET	Acrylic
	\$510	\$690
72" W x 24" H	PET	Acrylic
	\$590	\$770



GLIDE

Overhead mounted sliding screen system. For closets, doorways or open spaces. Optional floor glide brackets available.

Frame

Custom frame colors available. See Frame Colors section on page 7.

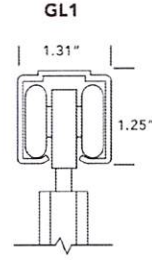
Infills

Glide is compatible with all infill panels on page 3 except Blox panels.

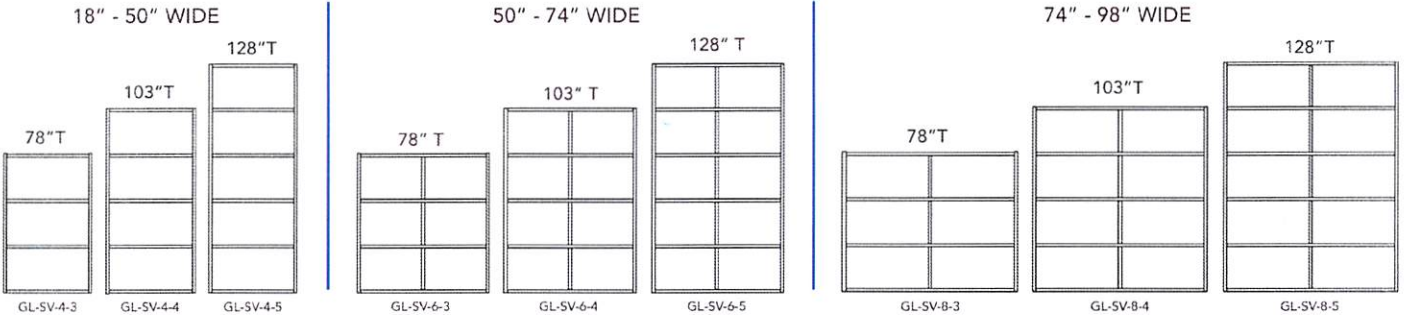
Structural Integrity

Mounted track load is 150lbs per panel/track unit.

Please confirm structural integrity before mounting to overhead support.



GL1	118" Single Track Section	\$170
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Code	GL-SV-4-3	GL-SV-4-4	GL-SV-4-5	GL-SV-6-3	GL-SV-6-4	GL-SV-6-5	GL-SV-8-3	GL-SV-8-4	GL-SV-8-5
Frame	\$875	\$1,125	\$1,360	\$1,360	\$1,680	\$1,995	\$1,620	\$1,995	\$2,365
Level 1 Panels	\$1,215	\$1,575	\$1,930	\$2,040	\$2,590	\$3,125	\$2,300	\$2,900	\$3,500
Level 2 Panels	\$1,595	\$2,080	\$2,550	\$2,790	\$3,585	\$4,375	\$3,055	\$3,900	\$4,745

SHIFT

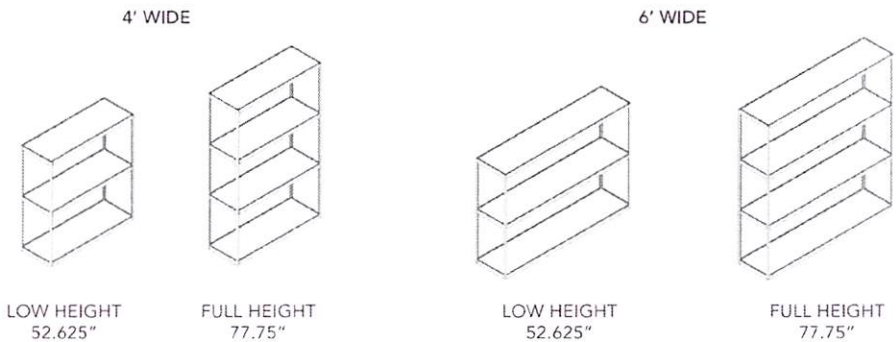
Shelving doesn't have to be so stale. Add flair to your space with a thoughtful solution that divides space, offers storage, and looks good doing it.

	SH-LH-4 4' Wide, Low Height	SH-LH-4 4' Wide, Full Height	SH-LH-6 6' Wide, Low Height	SH-LH-6 6' Wide, Full Height
All Frame Colors	\$3,780	\$4,535	\$5,295	\$6,050

PANEL PRICES

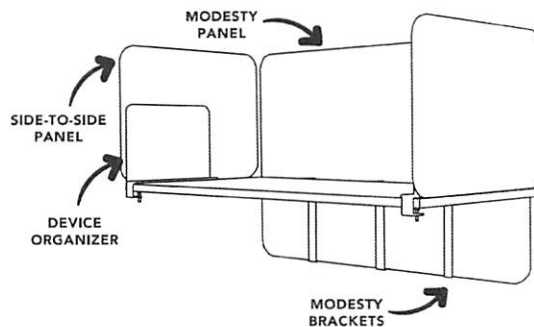
Any Small Panel \$195

Any Large Panel \$395

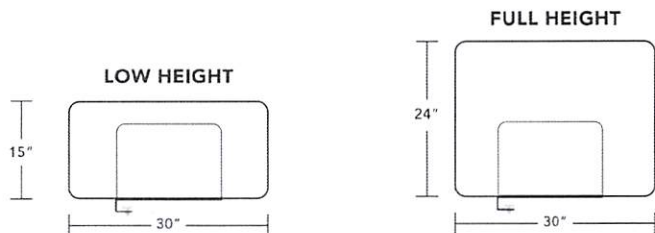


PARALLEL

All Parallel panels are available with either a Marble or Charcoal acoustic core. For a more premium finish, one side of the panel can be covered in an exterior felt. Our standard felt colors are Almost White, Light Gray, Medium Gray, Charcoal, Navy, Spruce Blue, Emerald Green, and Tomato Red. While the felt will only be on one side of the panel, due to the magnetic design, the panels are reversible. Therefore the felt could be on the inside or the outside of the panel.



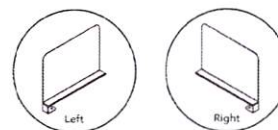
SIDE-TO-SIDE



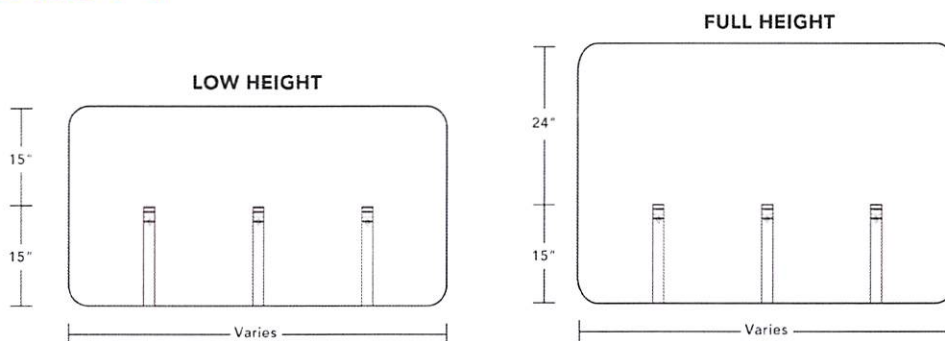
SIDE-TO-SIDE	Width	Height	Without Felt	With Felt on One Side
Low Height	30"	15"	\$525	\$580
Full Height	30"	24"	\$630	\$685

Hardware

Displayed Side-To-Side pricing includes the cost of one Device Organizer and one lag bolt.



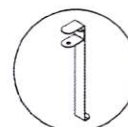
MODESTY



MODESTY	Width	Height	Without Felt	With Felt on One Side
Low Height, 48" Workstation	46"	30"	\$860	\$1,185
Full Height, 48" Workstation	46"	39"	\$965	\$1,290
Low Height, 60" Workstation	57"	30"	\$1,075	\$1,400
Full Height, 60" Workstation	57"	39"	\$1,185	\$1,510
Low Height, 72" Workstation	70"	30"	\$1,290	\$1,615
Full Height, 72" Workstation	70"	39"	\$1,400	\$1,725

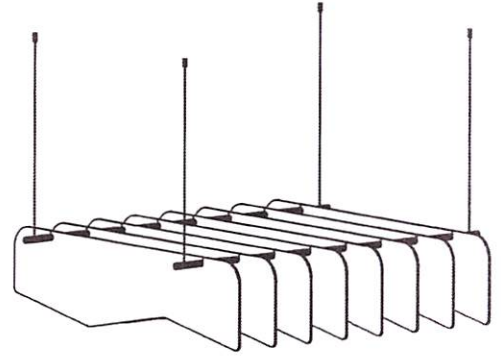
Hardware

Displayed Side-To-Side pricing includes the cost of one Device Organizer and one lag bolt.



TEMPO - CEILING

Tempo panels are made from 60% post-consumer recycled polyester (PET) felt. 0.25" thick Tempo panels are available with either a Cobalt, Midnight, Charcoal, Marble, Pewter or Steel finish. 0.50" thick Tempo panels are available with either a Charcoal or Marble finish. All Tempo ceiling grids come with 8 acoustic panels.

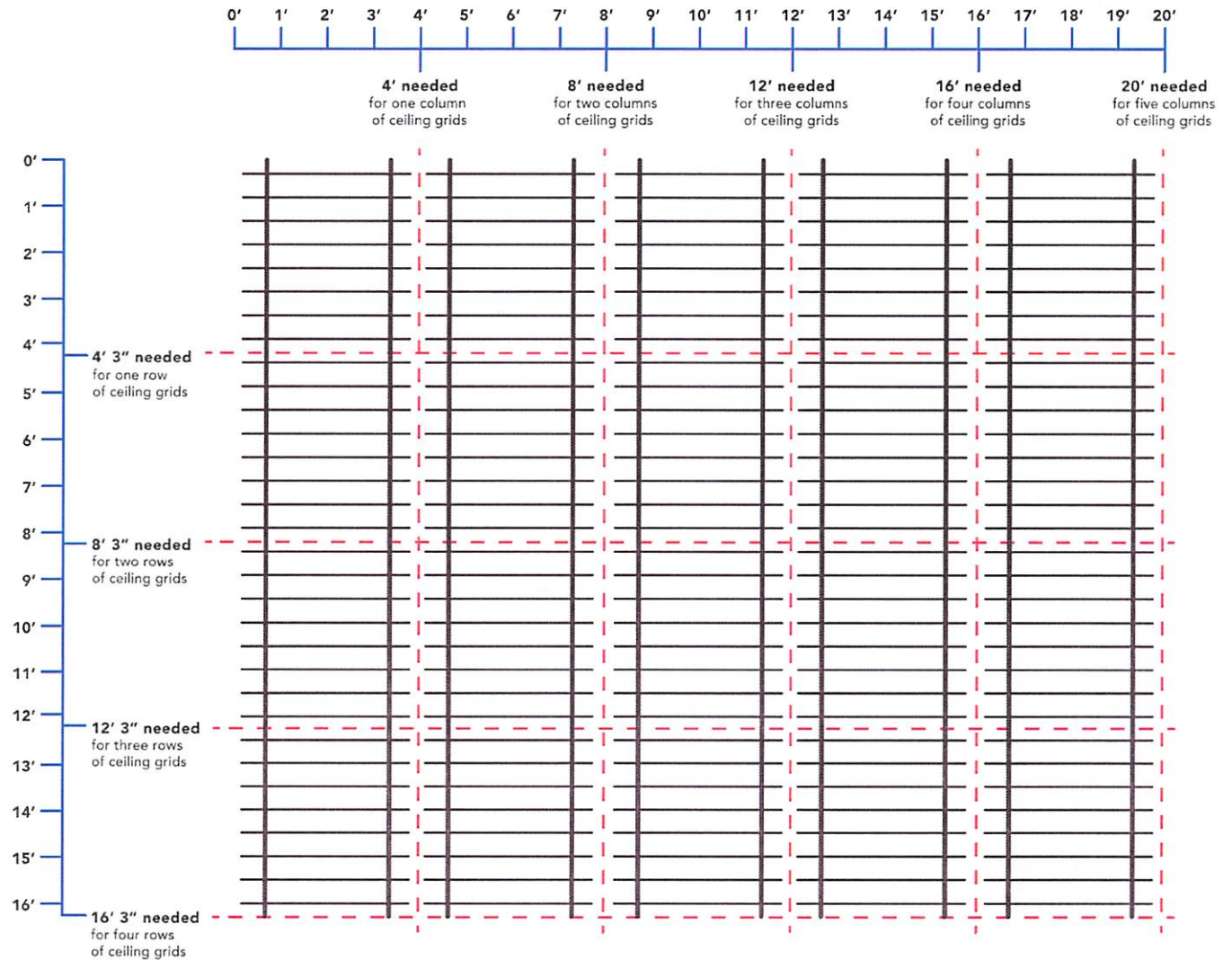


CEILING GRID	List Price
Ceiling Grid with 0.25" Thick Panels and White Ash Dowels	\$995
Ceiling Grid with 0.25" Thick Panels and Aspen or Ebony Dowels	\$1,200
Ceiling Grid with 0.50" Thick Panels and White Ash Dowels	\$1,150
Ceiling Grid with 0.50" Thick Panels and Aspen or Ebony Dowels	\$1,385

Hardware

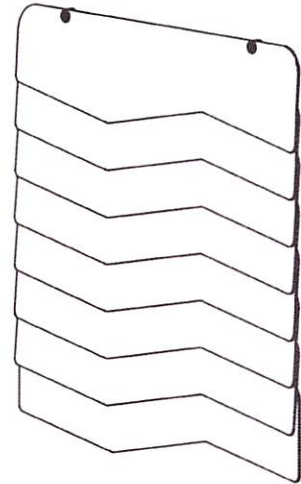
All Ceiling Grid pricing includes the cost of 8 panels and mounting hardware.

CEILING TYPICALS



TEMPO - WALL

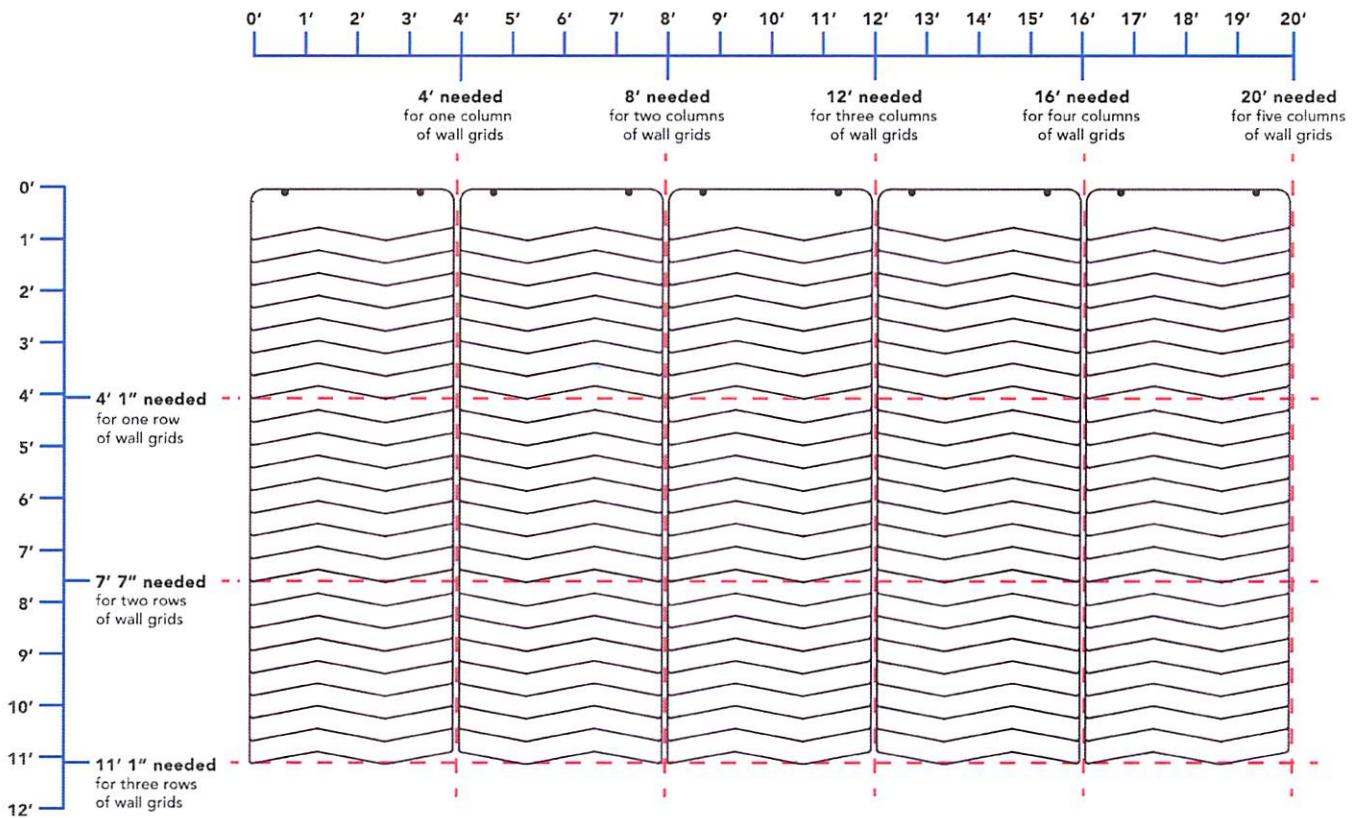
Tempo panels are made from 60% post-consumer recycled polyester (PET) felt. 0.25" thick Tempo panels are available with either a Cobalt, Midnight, Charcoal, Marble, Pewter or Steel finish. 0.50" thick Tempo panels are available with either a Charcoal or Marble finish. All Tempo wall grids come with 8 acoustic panels.



WALL GRID	List Price
Wall Grid with 0.25" Thick Panels	\$995
Wall Grid with 0.50" Thick Panels	\$1,150

Hardware
All Wall Grid pricing includes the cost of 8 panels and mounting hardware.

WALL TYPICALS



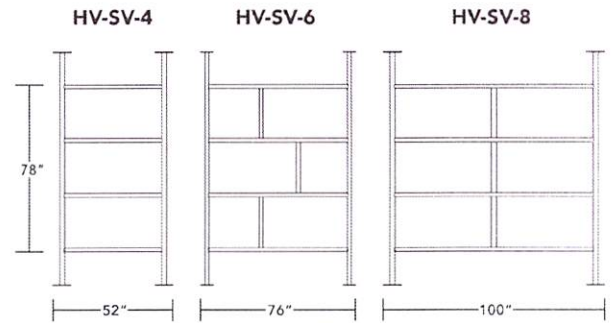
HOVER

Hover is compatible with all infill panels listed on page 3.

Frame

Custom frame colors available, please see Frame Colors section on page 7.

HOVER	Frame Only	Level 1 Infills	Level 2 Infills
HV-SV-4	\$1,250	\$1,590	\$1,960
HV-SV-6	\$1,650	\$2,160	\$2,720
HV-SV-8	\$2,025	\$2,710	\$3,455



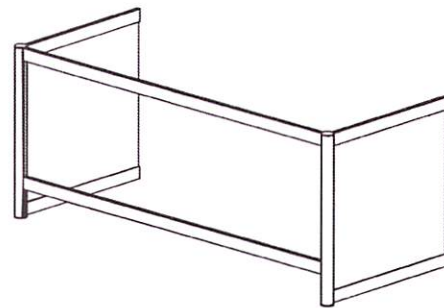
DESK SHIELD

Frame

Includes hardware. Custom frame colors available, please see Frame Colors section on page 7.

Acrylic Panels

Clear and frosted acrylic panels available.



24" DEPTH

DS-SV-48-24	48" W x 24" H x 24" D	\$1,205
DS-SV-60-24	60" W x 24" H x 24" D	\$1,290
DS-SV-72-24	72" W x 24" H x 24" D	\$1,375

30" DEPTH

DS-SV-48-30	48" W x 24" H x 30" D	\$1,300
DS-SV-60-30	60" W x 24" H x 30" D	\$1,390
DS-SV-72-30	72" W x 24" H x 30" D	\$1,475

HIDE

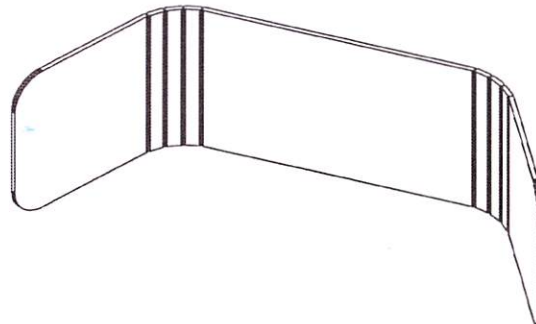
Frame

Available in Marble and Charcoal acoustic PET.

15" H x 63.25" W

Acoustic PET

\$115



TERMS & CONDITIONS

NEW ORDERS

When placing an order with Loftwall full payment is required. Orders under \$5,000 net must be paid in advance. Orders over \$5,000 net require a 50% deposit, and Loftwall must have received full payment before shipping. Orders must be accompanied by a State Resale/Exemption Certificate or sales tax may be charged. Loftwall does not collect sales tax in all states. If you are not tax exempt and sales tax is not included in your order, you must self-assess sales tax.

CREDIT TERMS

Loftwall offers credit terms as an option if prepayment on three Loftwall orders within in one fiscal year have been made. When applying for credit terms the credit approval process may take up to twenty business days. Unless prepaid, orders will not begin production until approval is complete.

ORDER PAYMENTS

- Unless otherwise arranged, payment is due once order is invoiced based on the credit terms set with Loftwall.
- All past due accounts may accrue a monthly service charge of 1.5%.
- Loftwall reserves the right to withhold production, shipment or completed products due to any past due invoices or credit limit.
- Loftwall may review change or cancel credit terms and/or request advance payment at any time.

CUSTOM PRODUCTS

Loftwall offers a range of standard configurations. We welcome the opportunity to provide a custom quote based on your design or project. Please contact us for details. Loftwall cannot be responsible for space layout/design of products. We can provide recommendations based on your input. Custom products cannot be cancelled or returned. All custom products require a deposit before production.

PURCHASE ORDERS

All Purchase orders may be placed by email.
Email: orders@loftwall.com

ORDER ACKNOWLEDGEMENT

All orders are acknowledged as Loftwall interprets them. Acknowledgments are sent via email. It is the customer's responsibility to note any discrepancies on the acknowledgment and notify Loftwall within 48 hours. If Loftwall does not receive a signed approval sheet or notification any changes within 48 hours, we will assume the order is correct and are not responsible for changes or errors.

ORDER CHANGES

All requests for changes to an order must be submitted in writing. We will make every attempt to accommodate your changes. Any change to an order may be subjected to a revised scheduled ship date and/or additional charges for materials and labor or rework.

CANCELLATIONS/RETURNS

Loftwall rapidly manufactures most of our products. Therefore, customers have 24 hours to cancel their order. There is a 50% re-stocking fee for standard product that is canceled after 24 hours. Custom orders cannot be canceled after 24 hours.

ORDERS APPROVED FOR RETURN

An RMA (Return Materials Authorization) is required for return. All products must be packed as they originally received and returned freight prepaid to our factory unless otherwise noted on RMA. Customer is responsible for any additional damages in transit due to improper packaging.

FREIGHT

All products are shipped unassembled, FOB our factory based on a dock delivery only. Additional expenses may be debited from customer account and billed on a separate invoice as "shipping/handling." Examples of additional expenses are: inside delivery, re-delivery attempts, residential delivery and lift gate requirements all have variable charges. Loftwall shall not be held liable for delays caused by strikes, catastrophes, wars, riots or another cause beyond our control.

DELIVERY INSPECTION

Failure to inspect product at time of receipt, note damages on delivery receipt and/or notify Loftwall of damages within 7 days of the original date of receipt constitutes acceptance of products and a waiver of all claims. Neither Loftwall nor the carrier will be responsible for concealed damage claims if shipments are left unopened. Concealed damage must be reported within 30 days from delivery to be valid. Any concealed damage reported after 30 days will not be accepted by Loftwall and is the responsibility of the customer. Any damages found during inspection must be clearly noted on the delivery receipt. The carriers should be notified, and all packages left in original condition as received for inspection from carrier. Loftwall factory should be notified immediately. Loftwall will notify the carrier in the event of a freight damage claim.

WARRANTY

A Limited Lifetime Warranty applies to all products manufactured by Loftwall. Warranty is given to the initial purchaser and is valid for as long as the product is owned by the initial purchaser. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the product during the ownership of the original purchaser. If a product is defective, and if written notice of the defect is provided to manufacturer, Loftwall at its option will either repair or replace the defective product with a comparable component or product. Defective product shall be returned at the discretion of Loftwall, and all returns must be authorized in writing in advance including a Return Materials Authorization Number. Loftwall assumes no responsibility for labor charges. Freight charges for defective products and parts will be covered by Loftwall within the 48 continental United States with the method of shipping at Loftwall's discretion. The limited Lifetime Warranty applies to all products or situations except as listed below:

This warranty does not apply to damage caused by a carrier's alterations to the product expressly authorized by Loftwall. It also does not apply to "Customer's Own Material" (i.e. material supplied by the customer that is not a standard Loftwall product offering) used in the manufacturing of Loftwall products. Loftwall does not warranty the matching of color, grain or texture except to within commercially acceptable standards. A product will not be considered defective and Loftwall will not be obligated to replace it, if the product is not installed or used as recommended by Loftwall.

Performance Capability

Section i. Answers below are in response to the questions in Appendix D, Exhibit A

A brief history of Loftwall

Founded by Steve Kinder in 2008, Loftwall began as a provider of architecturally designed, flexible and functional freestanding divider screen products. Now the company offers a wide range of innovative, creative, and fully customizable space-defining solutions with premium acoustical products that help companies make space work better. All Loftwall products are manufactured in Grand Prairie, Texas. Loftwall has successfully partnered with other contract/cooperative entities in the past, serving customers on the state/local and federal government levels, as well as schools and other non-profit organizations.

Total number and location of salespersons employed by Loftwall

Loftwall is headquartered in Grand Prairie, Texas and partners with twenty-four independently owned manufacturer representative groups across North America. Our contract with the manufacturer representatives states a requirement that Loftwall is being promoted across furniture dealerships and end users in their assigned territory. Our representatives are responsible for positioning contracts, as needed, and understanding the contract details.

Additionally, there are three Account Managers employed by Loftwall that are responsible for quote creation, upselling and cross-selling. In addition, there is a VP of Sales employed by Loftwall who is responsible for ensuring contract partners are correctly positioned and advertised.

Loftwall Headquarters address: 2617 N Great Southwest Pkwy, Ste 100, Grand Prairie, Texas 75050

Number and location of support centers and location of corporate office.

See answer above.

Annual sales for the three previous fiscal years.

FY 2019: \$4,528,740

FY 2020: \$19,121,942

FY 2021: \$9,169,179

Submit FEIN and Dunn & Bradstreet report.

FEIN - 45-5598803

D&B - 96-202-4472

Please see D&B report provided at end of this section.

Describe any green or environmental initiatives or policies.

As a certified SMB who has recently been accepted under the Multiple Award Schedule, Loftwall is committed to delivering world-class privacy products and solutions for all government entities. Our commitment to quality, flexibility, and speed are foundational to our business. But those traits mean nothing to us if we don't take the environmental impact of our business and products seriously.

Loftwall is dedicated to complying with environmental regulations, using energy efficiently, and following practices necessary to protect the environment. to sustainability. We source more than 95% of our materials from the United States from a thoroughly vetted supply chain of responsible manufacturers. We employ industry best practices to minimize scrap and waste. In the event that scrap or waste are unavoidable, Loftwall recycles 100% of all materials that aren't used in the manufacturing of our products.

Additionally, Loftwall has undertaken significant investments to move towards industry standard compliance and certifications. The company is actively pursuing certifications with BIFMA, SCS Global, Declare Label, and several others. Our long-standing relationship with testing laboratory Intertek informs our decision making and risk assessments. These investments for our small business are not insignificant but represent the seriousness with which we take sustainability. With mentors inside the industry that are leading the charge

towards a greener future, Loftwall's core value of "Never Stop Growing" applies directly to this area of concern.

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.

Loftwall does not officially belong to any alliances or diversity councils. This does not indicate a lack of commitment to diversity causes, however. A core value of the business is "Be Boldly You," which is stated to mean:

It's important that our team members feel comfortable in their own skin. After all, what's the point of working at Loftwall if we can't embrace the weird and have fun while chasing our goals? We firmly believe that if our team fits our core values, we can confidently be ourselves and chase our goals. When we lock arms and do this together, it enables our team to enjoy the ride and appreciate the little things that you can't experience at other companies.

In addition, unique ideas are how we will grow. If all of our ideas come from people who are from the same place, went to the same school, look the same, act the same, and talk the same – will we truly stand a chance of being different!? That's why we strive to build a culture of open doors and wild ideas.

Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- **Minority Women Business Enterprise – No**
- **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) – Yes, SBE**
- **Historically Underutilized Business (HUB) – No**
- **Historically Underutilized Business Zone Enterprise (HUBZone) – No**
- **Other recognized diversity certificate holder – No**

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.

Subcontractors utilized include but are not limited to CDS, SKG, Alfred Williams, BKM, Systems Source, Supply Source, People Space, Price Modern and others. No known certifications.

Describe how supplier differentiates itself from its competitors.

The cornerstone of our business is focusing on what makes us unique. For over 13 years, Loftwall has served thousands of customers with the promise of speed, customization, and personal attention. We accomplish that every day with hundreds of small decisions:

Speed: Loftwall offers a 5-day standard lead time for products. We accomplish this by manufacturing in the United States. Beyond that, we source 95% of our raw materials from within 200 miles of our headquarters. This nearly local supply chain gives us an advantage that is passed directly to our customers - with lead times that blow them away. Beyond speed to ship, the focus of our customer experience team is speed. In an industry that takes 3-4 days just to send a quote back to a customer, Loftwall boasts 45 minute quote response times. This speed has made Loftwall a favorite of hundreds of happy customers (as evidenced by a NPS rating of 88.4/100).

Customization: 100% of products are made-to-order, ensuring minimal waste and the ability to make modifications to perfectly solve our customers' privacy problems. By investing in technologies, processes, and up-skilling our employees, we continue to push the limits of what is possible for our customers.

Personal Attention: Our people set us apart. With a level of attention to detail and care that our customers love, Loftwall is small enough to care, but large enough to serve numerous Fortune 500 customers for over a decade. Our performance on the GSA Multiple Award Schedule and NCPA Contracts are further evidence that we can provide the nuanced attention to detail to serve any and all customers.

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

None to report

Felony Conviction Notice: Indicate if the supplier:

- a. Is publicly held corporation and this reporting requirement is not applicable – No
- b. Is not owned or operated by anyone who has been convicted of a felony – No
- c. Is owned or operated by an individual(s) who have been convicted of a felony and provide names and convictions – None to report

Describe any debarment or suspension actions taken against supplier.

None to report.

Distribution and Logistics

Describe the full line of products and services offered by supplier.

Loftwall provides a variety of products all aimed at solving privacy problems at the office. Offering five categories of products that includes Wall Dividers, Desk Dividers, Flexible Shelving, Architectural Solutions, and Acoustic Baffling. From early in 2020 to now, we have significantly expanded our product assortment, adding 20+ new products. The three types of privacy problems we help solve include acoustical, territorial and visual privacy concerns. In partnership with furniture dealerships across North America, customers can expect a full service experience from idea to execution. Furniture dealerships commonly provide planning, design, delivery, installation, and other consultation services.

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.

Loftwall ships anywhere in North America with no restrictions. It is common that product is shipped from Loftwall's factory directly to a furniture dealership, and then the dealer delivers the product to the end user customer. The net pricing that the Participating Agency receives is inclusive of shipping charges.

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.

Participating Agencies can ensure they are receiving Master Agreement pricing by referring to our posted List Price Guide and calculating the provided discount level. End users should state clearly their intention of leveraging the Master Agreement when consulting with a furniture dealership/distributor, and the dealer will need to notate the contract name and number on purchase orders submitted to Loftwall at orders@loftwall.com. Loftwall does not distribute through retail outlets.

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

Commonly, a furniture dealership is involved in sales of Loftwall products to end user participating agencies. Loftwall partners with all dealerships in North America who provide final mile delivery, installation services, etc. Furniture dealerships have the right to leverage third party installation teams, at their discretion.

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

Loftwall has one location which serves as its headquarters as well as its manufacturing plant. Loftwall does not have any additional warehouses or retail outlets.

Marketing and Sales

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.

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

Initial 30-Day Period:

Upon award, internal training will be completed which will explain the scope of the Omnia Partners organization and the opportunities for participating agencies. Loftwall will update all directories, sites, and training documents to reflect participation in the Omnia Agreement. This includes training to 100+ independent manufacturer's representatives across 24 geographic markets. These representatives have successfully leveraged contract vehicles like GSA and NCPA, including numerous state contracts. Our training would consist of best practices, avenues of opportunity, and unique differentiators to offer Omnia customers.

Remaining 60 Days:

A cadence of meetings will be established with Loftwall's leadership and the Omnia Partners team. Together, goals will be set regarding growing the usage of the Master Agreement by current and prospective customers. A reinforcement training will be held with the internal and extended sales team to ensure ongoing awareness of the contract benefits and eligible participating agencies.

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.

Initial 30-Day Period:

Loftwall would commence a targeted campaign via website, email, and social media marketing to communicate the award of the agreement to relevant customers in our database. We would focus on education of what products are available and the most frictionless path to procurement. We would update the contracts hub of our website with all relevant contract information, logos, and persons of contact for the contract. Targets will consist of public agencies in states where Loftwall does not have the state contract. Additionally, Loftwall has invested in a tool that identifies agencies that have been provided recent funding through bonds, and those leads would be provided to Loftwall reps with an approach to position the OMNIA contract.

Remaining 60 Days:

After the introductory period, Loftwall would network with our 2,000+ commercial furniture dealer customers to find ideal overlap of dealers selling brands on the Omnia Contract. We believe 50+ dealers drive the lion's share of volume on the contract so we'd focus our efforts on ensuring these key constituents know which products are acknowledged by the Omnia award and how we can best partner with them to deliver value to the entire value chain.

This would include webinars, email marketing, and face-to-face meetings with key personnel across the country.

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.

Regarding national cooperatives and contracts, Loftwall is on NCPA and the GSA MAS. Regionally, Loftwall is on select state contracts including North Carolina and Pennsylvania. Loftwall is also on the MHEC contract serving education and local government in the Northeast US. Loftwall will advertise the

award with Omnia through email campaigns to the existing customer database, and organize an outreach campaign with the independent sales representatives that Loftwall partners with. While end users have the ability to choose the contract they leverage, we can ensure an accurate explanation of the benefits to Omnia.

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.

The above statement is agreed to by Loftwall.

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**

The above statements are agreed to by Loftwall.

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

The above statements are agreed to by Loftwall.

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

i. Executive Support: Stephanie Restivo, VP of Sales, srestivo@loftwall.com, 214-239-3162

ii. Marketing: Andrew Holmes, Director of Marketing, andrew@loftwall.com, 214-239-3162

iii. Sales: Stephanie Restivo, VP of Sales, srestivo@loftwall.com, 214-239-3162

iv. Sales Support: Derek Andreas, Account Manager, derek@loftwall.com, 214-239-3162

v. Financial Reporting: Jake Homan, Director of Finance, jake@loftwall.com, 214-239-3162

vi. Accounts Payable: Jake Homan, Director of Finance, jake@loftwall.com, 214-293-3162

vii. Contracts: Stephanie Restivo, VP of Sales, srestivo@loftwall.com, 214-239-3162

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.

Loftwall has representative coverage across all of North America, across 24 geographical territories. There are 100+ representatives fully trained and responsible for marketing Loftwall in their territories. These representatives focus their efforts by selling to local furniture dealerships, architecture and design firms, and general contractors. The presentation materials leveraged by Loftwall representatives includes details about contracts offered. Upon award with Omnia, the presentation materials will be updated to showcase Omnia as a predominant contract option on a national scale. Representatives of Loftwall are contractually obligated to meet or exceed assigned sales targets across all

vertical markets, and having a national cooperative like Omnia is a great selling point for the dealer who is trying to grow their vertical market business.

Internally at Loftwall, the highest-level executive in charge of the sales team is Stephanie Restivo, VP of Sales, srestivo@loftwall.com, 720-412-7456.

Stephanie has experience leading sales teams in the furniture industry and successfully leveraging the Omnia contract. Her past employers include Vari and Staples who were both participants with Omnia.

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

Partnership between Loftwall and the OMNIA Partners team is critical for mutual success. The leadership team of Loftwall will establish a regular cadence of meetings with the OMNIA team that are designed to discuss mutually set goals, and the tactics needed to execute. The Loftwall team will lean on the OMNIA Partners team to help promote the Master Agreement to the pool of Participating Agencies, as outlined in Attachment D, Exhibit A. Loftwall would like to leverage the OMNIA Partners team to record a training session regarding the contract and selling to Public Agencies. As opportunities arise, the Loftwall team will look to leverage the knowledge and experience of the OMNIA Partners team to strategize, as well. From a marketing standpoint, we would like to directly partner related to messaging and avenues for communicating to the pool of Public Agencies.

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.

The national program will be mainly managed by the VP of Sales at Loftwall, in partnership with the Director of Finance and the Director of Marketing. The VP of Sales will be responsible for contract maintenance/administration, and ensuring the internal team is maintaining our fast response time with inbound inquiries related to the contract. On a monthly basis, the Director of Finance will review

sales on the contract, ensuring all applicable fees are appropriately allocated and paid. As part of the ongoing promotion of the contract, the VP of Sales and Director of Marketing will establish quarterly goals continuously related to the growth of the contract. These goals will include specific strategies related to email campaigns, outreach campaigns, training, trade show planning, etc. These strategies and goals will be shared with the OMNIA Partners team during recurring team meetings.

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.

It is common that Loftwall sells products through servicing furniture dealers, and there are times that public agency end user names are not included on purchase orders submitted to Loftwall for processing. When a contract is leveraged, the information must be provided, but if there is not a contract used, the dealer may opt to not include that information to protect the privacy of the end user. As such, the data shown below is of known sales to public agencies but is not a comprehensive list. Please do not reach out to the contacts listed unless approved by the Loftwall team beforehand.

Veterans Affairs

- Multiple orders across many VA Hospitals and Medical Centers including Madison, Minneapolis, Canandaigua, Houston, Vermont, Las Vegas, and more.
- ~\$1M in sales since 2019 across VA
- Servicing dealer references include:
 - Interior Investments, Michael Matasar, mmatarar@interiorinvestments.com
 - Sedgwick Business Interiors, Julie West, jwest@sedgewickbusiness.com
 - SDV Office Systems, Adam Fierle, adam@sdvosystems.com

PennDOT

- Multiple orders from PennDOT including product for welcome centers

- \$448,769 in sales since 2019 across PennDOT
- Servicing Dealer: Supply Source, Adam Nemchick,
adamn@supplysourceinc.com

Jurupa Unified School District

- Large project in 2021, \$400,000 in 2021
- Servicing Dealer GMBI. GMBI contact: Jesse Medrano, 909-856-4982

Center for Court Innovation

- Multiple orders in 2020, \$131,181 in 2020
- Contact: Dara Gilligan, dgilligan@nycourts.gov

Tulane School of Architecture

- \$122k project in 2020
- Servicing Dealer: Associated Office Systems, Jamie Langridge,
j.langridge@thinkaos.com

University of Pennsylvania Medical Center

- \$105k so far in 2022, \$15k in 2021, \$88k in 2020
- Servicing Dealer: TriState Office Furniture, Damon Cardamone,
damon@tri-stateoffice.com

Los Alamos National Laboratories (LANL)

- New customer in 2022, 2022 sales to date of \$102,234.94
- Servicing Dealers of Contract Associates and Goodmans
- Contract Associates contact: Madison Meenan,
madisonm@contractassociatesnm.com
- Goodmans contact: Aubrey Quinlan, aquinlan@goodmans.com

Air Force Bases

- Multiple orders from Air Force Bases: Wright-Patterson, Hanscom, Edwards, Hill
- \$25,763 in sales since 2019
- Edwards AFB Contact: Leah Corpus, leah_isabel.corpus.2@us.af.mil

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.

Loftwall uses NetSuite as the customer and order management system and has for many years. Because we use this system from order entry through payment, our data and processes are streamlined and effective.

Provide the Contract Sales (as defined in Section 12 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 Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Loftwall sales on NCPA exceeded \$3M in 2020 and 2021, and there is confidence that OMNIA will perform even more than NCPA. Loftwall intends to continue to build upon this success with the OMNIA award and treat it as Loftwall's lead nationwide public sector contract. Naturally, there will be a ramp up period, and it is tremendously difficult to calculate a dollar figure as the contract launches to the market and ramps up. As such, Loftwall has chosen not to provide a minimum guarantee for each year and will be responsible for the administration fees based on the actual contract sales. Should this be a concern as this proposal is reviewed, please reach out to VP of Sales, Stephanie Restivo, to discuss in further detail. Understanding ramping timelines of similarly sized manufacturers would be very helpful in calculating the projected sales by year.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any

reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Upon contract award, Appendix D, Exhibit B, the OMNIA Partners Administration Agreement is satisfactory to Loftwall, as currently designed. No changes requested.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

See included completed Appendix D, Exhibits F and G.

iv. Describe how Offeror responds to emergency orders.

Loftwall ships most products within 5 business days as a standard, and this timeline is nearly always acceptable for customers. However, when a customer needs something even faster, we provide 'turbo' service, meaning that we will ship within 48 hours from the time the order is entered. To be eligible for 'turbo', the product and finishes requested must be in stock, and the customer will be charged an additional 10% of the net amount of the order. Please refer to a case study that is featured on Loftwall.com related to a rushed order for a school district in Southern California that required 400 wall dividers to be manufactured in 6 hours. <https://loftwall.com/socal-case-study/>

v. What is Offeror's average Fill Rate and parts distribution?

We meet or beat our advertised lead times on a consistent basis, resulting in average fill rates of 97-98% over the course of the past three years.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Loftwall prides itself in manufacturing and shipping fast, with most orders shipping in five days or less. Loftwall has a strong history of meeting shipping timeline commitments, and over the past year, has successfully met over 97% of scheduled customer ship dates.

vii. Describe Offeror's return and restocking policy.

Loftwall rapidly manufactures most of our products. Therefore, customers have 24 hours to cancel their order. There is a 50% restocking fee for standard products on orders that are canceled after 24 hours. Custom orders cannot be canceled after 24 hours.

viii. Describe Offeror's ability to meet service and warranty needs.

A Limited Lifetime Warranty applies to all products manufactured by Loftwall. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the product during ownership of the original purchaser. If a product is defective, Loftwall at its option will either repair or replace the defective product with a comparable component or product. Loftwall assumes no responsibility for labor charges. Freight charges for defective products and parts will be covered by Loftwall within the 48 continental United States with the method of shipping at Loftwall's discretion.

To ensure consistency in Loftwall's ability to meet service and warranty needs of customers, several specific roles are focused and responsible. Loftwall employs three Account Managers responsible for fast responses to customers to answer any questions, provide quotes, and place orders. Loftwall employs a Customer Service role that is responsible for warranties and other post-sales questions. The staffing is organized in a way to ensure adequate coverage even through times of PTO/sick time of the team members.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Customers can reach Loftwall in a variety of ways. There are two dedicated email addresses for quotes and order placement. Requests received from those email addresses funnel to a shared email management system that allows multiple members access to see and respond to requests. Due to this, customers will experience a consistent service level, even if their normal Account Manager is out of the office. Customers can also call to speak with any one of our team members during normal business hours. In addition, website chat is offered on Loftwall.com, with instant responses provided by the Account Management team. Email, chat and phone coverage is from 8 am – 5 pm CST Monday-Friday, excluding major national holidays.

x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

NEW ORDERS

When placing an order with Loftwall full payment is required. Orders under \$5,000 net must be paid in advance. Orders over \$5,000 net require a 50% deposit, and Loftwall must have received full payment before shipping. Orders must be accompanied by a State Resale/Exemption Certificate or sales tax may be charged. Loftwall does not collect sales tax in all states. If you are not tax exempt and sales tax is not included in your order, you must self-assess sales tax.

CREDIT TERMS

Loftwall offers credit terms as an option if prepayment on three Loftwall orders within one fiscal year have been made. When applying for credit terms the credit approval process may take up to twenty business days. Unless prepaid, orders will not begin production until approval is complete.

ORDER PAYMENTS

Unless otherwise arranged, payment is due once order is invoiced based on the credit terms set with Loftwall. All past due accounts may accrue a monthly service charge of 1.5%. Loftwall reserves the right to withhold production, shipment or completed products due to any past due invoices or credit limit. Loftwall may review, change or cancel credit terms and/or request advance payment at any time.

PAYMENTS BY CREDIT CARD

In order to keep prices reasonable, Loftwall limits credit card payments to \$5,000 per order. If a customer pays more than \$5,000 per order via credit card, a 3% convenience fee will be automatically assessed to the order. For contract sales over \$5,000 to be paid via credit card, please contact Loftwall directly at 214-239-3162.

xi. Describe Offeror's contract implementation/customer transition plan.

Upon award, a series of activities will take place to ensure proper implementation of the contract. Many of those activities are mentioned in a previous answer related to the 90-day plans for marketing and sales. As customers identify as Public Agencies eligible for the benefits of the OMNIA contract, the customer record in our customer relationship management software, NetSuite, will be updated to reflect the affiliation. As quotes and sales orders are generated on that customer record, the OMNIA contract will be the

default discounting offered to the customer. These sales are tracked in NetSuite for reporting purposes.

Implementation activities to include:

- Creation and distribution of co branded marketing materials
- Press release
- Social media announcements
- Loftwall website update
- Schedule and complete trainings with extended sales team
- Campaign outlined for extended sales team to ensure key dealerships are informed and trained on the contract details offered
- Coordinate participating in national or regional trade shows
- Set and adhere to a set schedule of meetings with Loftwall leadership and the OMNIA Partners team

xii. Describe the financial condition of Offeror.

Loftwall is privately held, financially supported through three active investors. We have been profitable each year of existence. If additional financial information is needed, please reach out to Jake Homan, Director of Finance, at jake@loftwall.com. Financial statements can be provided upon request.

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

The website address for Loftwall is www.loftwall.com.

The website offers customers specific details and images of products offered, case studies, contract details, installation information, and more. The Loftwall.com website offers a 'quote builder' function that allows end users to configure products and finishes in order to receive a quoted price. The pricing quoted is provided by our Account Management team, and any request from a public agency will be qualified prior to quote being provided. During this qualification, any contracts leveraged will be discussed. The website also offers an ability for end users to purchase with a credit card for a select assortment of products. The pricing shown on this website is not the proposed discount of this contract, therefore, end users leveraging this contract should order through orders@loftwall.com instead.

Live chat is offered on our website, and requests are responded to instantaneously by our Account Management team during normal business hours.

xiv. Describe the Offeror's safety record.

Our top priority for Loftwall employees is safety. In our manufacturing plant, a number of measures are taken to ensure ongoing safety including, but not limited to, personal protection equipment (eye protection, safety gloves, safety vests). We ensure frequent and thorough training for forklift operators. First aid kits and defibrillators are installed and available. Additional measures are taken to ensure employee safety regarding exertion and heat exposure during summer months. As a result of these measures, Loftwall has a very strong record of safety overall, with only 2 minor incidents in the past year, neither of which led to treatment needed for the employee.

xv. Describe Offeror's green or sustainability program. What types of green/sustainability reporting or reviews are available?

Loftwall is committed to being an environmentally conscious company that contributes to a clean and safe environment. We have evaluated sources of waste generated and created a procedure for elimination or minimization through recycling, re-engineering, process modification and reduction. Waste not acceptable for recycling is disposed of safely and responsibly within local, state requirements and environmental recommendations. We evaluate our supplier's deliverables and processes for adherence to our company's environmental criteria. In striving for sustainability, Loftwall's corrugated packaging suppliers have noted that on average, 60% of the goods supplied are manufactured from recycled materials. Our aluminum frames are manufactured from 75% post-consumer/post-industrial recycled aluminum. In coordination with our vendors, Loftwall recycles all aluminum, cardboard, and steel accumulated from our internal manufacturing process. Loftwall has eliminated harmful VOC's produced from liquid paints and spray adhesives, through the use of water-based/applied adhesives and powder coating finishes. We are committed to recycling, conserving energy and protecting our natural resources. Through the use of such things as a high-efficient HVAC, new lighting, and new plumbing systems, Loftwall is reducing its energy consumption. With additional recycling of plastic, cardboard, aluminum, scrap steel, and wood pallets, it is clear Loftwall shares the concern of protecting the environment.

xvi. Provide any additional information relevant to this section.

Exhibit F
Federal Funds Certifications

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

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.

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.

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 provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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.

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 ✓ SR 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 ✓ SR Initials of Authorized Representative of offeror

(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 ✓ SR 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 ✓ SR 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 _____ *SR* 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 issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ *SR* Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ *SR* Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

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

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 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.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant 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 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 SR Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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 SR Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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 SR Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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 SK Initials of Authorized Representative of offeror

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

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 SK Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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: Loftwall, Inc.

Address, City, State, and Zip Code: 2617 N Great Southwest Pkwy Ste 100, Grand Prairie, Texas 75050

Phone Number: 214-239-3162 Fax Number: 866-629-3688

Printed Name and Title of Authorized Representative: Stephanie Restivo, VP of Sales

Email Address: ~~srestivo@gmail.com~~ srestivo@loftwall.com

Signature of Authorized Representative: Stephanie Restivo Date: 6/28/2022

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 and 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), 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

Version April 12, 2022

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;
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.

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. REMEDIES

- a. **Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. **Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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 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 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.

(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 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.

(7) 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 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 portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. **Standard.** 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). 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.
- b. **Applicability.** The Davis-Bacon Act 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.
- c. **Requirements.** If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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.

- iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must 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").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must 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). 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. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.
- c. 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."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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). 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 work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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 suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. **Standard.** 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).
- b. **Applicability.** This requirement applies to "*funding agreements*," but it 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."
- c. **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) 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.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts 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 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).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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.

9. DEBARMENT AND SUSPENSION

- a. Standard. 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).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. 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 2 C.F.R. § 200.213. 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. See 2 C.F.R. § 180.530.
 - ii. 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 subrecipients.
 - iii. 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. Suggested Language. 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's 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 the Participating Public Agency. 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 the Participating Public Agency, 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 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.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. **Standard.** 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. **Suggested Language.**

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 who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

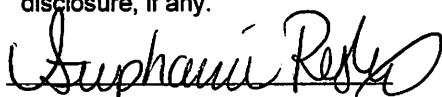
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 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 section 1352, title 31, U.S. Code. 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, Loftwall, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Stephanie Restivo

Name and Title of Contractor's Authorized Official

6/28/2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. 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, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. 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.
- d. Suggested Language.
 - i. 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—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. 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.
- iii. 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.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. 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.
- b. Applicability. 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.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. "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.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity 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.
- c. "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."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. 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 Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "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."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

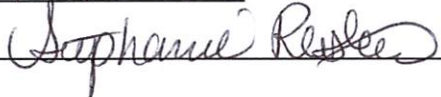
Offeror's Name: Loftwall, Inc.

Address, City, State, and Zip Code: 2617 N Great Southwest Pkwy, Ste 100, Grand Prairie, TX 75050

Phone Number: 214-239-3162 Fax Number: 866-669-3688

Printed Name and Title of Authorized Representative: Stephanie Restivo

Email Address: srestivo@loftwall.com

Signature of Authorized Representative: 

Date: 6/28/2022

Exhibit G
New Jersey Business Compliance

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	Ownership Disclosure Form
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	MacBride Principals Form

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: Loftwall, Inc.

Organization Address: 2617 N Great Southwest Pkwy, Ste 100
Grand Prairie, Texas 75050

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
Steven Kinder	3512 McFarlin Blvd Dallas, TX 75205
Andrew Philipp	6109 Ridgewood Lane Colleyville, TX 76034

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/Partner/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):	Jacob Homan	Title:	Director of Finance
Signature:		Date:	6/21/22

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
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, Jacob Homan (name of affiant) residing in Arlington (name of municipality)
in the County of Tarrant and State of Texas of full
age, being duly sworn according to law on my oath depose and say that:

I am Director of Finance (title or position) of the firm of Loftwall, Inc. (name of firm)

_____ the bidder making this Proposal for the bid
entitled 22-11 (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 _____
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
_____.

Subscribed and sworn to

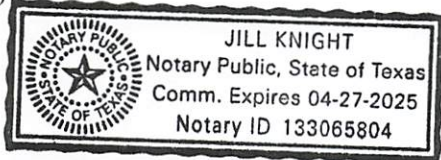
before me this day

June 23, 2022

Texas
Notary public of _____

My Commission expires 4-27-2025

(Seal)



J. Homan
Signature
Jacob Homan
(Type or print name of affiant under signature)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Lottwall, Inc
Street: 2617 N. Great Southwest Pkwy Suite 100
City, State, Zip Code: Grand Prairie, TX, 75050

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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

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.

6/21/2022
Date

[Signature] Director of Finance
Authorized Signature and Title

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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


Signature of Procurement Agent

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). 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). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- 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):

**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: *Lottwall, Inc*

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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


Stockholders:

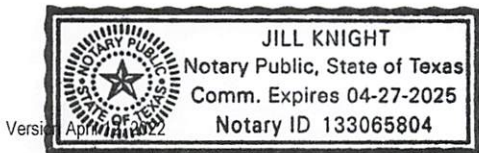
Name: <i>Steven Kinder</i>	Name: <i>Andrew Philipp</i>
Home Address: <i>3512 M. Farlin Blvd Dallas, TX, 75205</i>	Home Address: <i>6109 Ridgewood Lane Colleyville, TX, 76034</i>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this *23* day of *June*,
2022

(Notary Public)

My Commission expires: *04-27-2025*


 (Affiant)
Jacob Homan Director of Finance
 (Print name & title of affiant)
 (Corporate Seal)

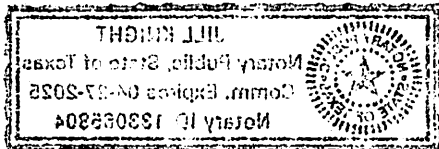


10-10-1984

John A. Smith
1000 Main Street
Dallas, Texas 75201

John A. Smith
1000 Main Street
Dallas, Texas 75201

John A. Smith
1000 Main Street
Dallas, Texas 75201



DOC #6

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.

Offerors should submit the above form completed with their proposal.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

22-11

BID SOLICITATION # AND TITLE:

Wall Systems Solutions by Region 4 Education Service Center

VENDOR NAME:

Loftwall, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Blank lines for entity information

Duration of Engagement
Anticipated Cessation Date

Blank lines for duration information

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, 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 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 may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Handwritten signature of Jacob Homan

06/21/2022

Signature

Date

Jacob Homan, Director of Finance

Print Name and Title

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/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LOFTWALL, INC
Trade Name:
Address: 4706 MEMPHIS STREET
DALLAS, TX 75207
Certificate Number: 2124201
Effective Date: March 30, 2017
Date of Issuance: May 27, 2022

For Office Use Only:
20220527110406854

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:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Jacob Horman Title: Director of Finance

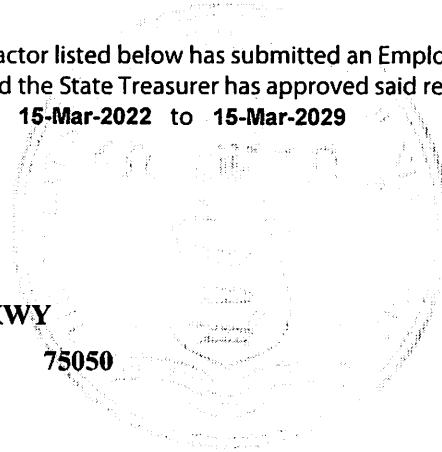
Signature:  Date: 6/23/22

Certification **66519**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2022 to 15-Mar-2029**

LOFTWALL, INC.
2617 N GREAT SOUTHWEST PKWY
GRAND PRAIRIE TX 75050



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MACBRIDE-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 #: 22-11

VENDOR/BIDDER: Loftwall, 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

Jacob Homan, Director of Finance

Print Name and Title

Date

6/21/2022

Credit Evaluator Plus

LOFTWALL, INC

D-U-N-S: 96-202-4472

ADDRESS: 2617 N Great Southwest Pkwy Ste 100, Grand Prairie, TX, 75050, United States

Date: 06/22/2022

RISK ASSESSMENT

SCORES AND RATINGS

Max. Credit Recommendation

US\$ 120,000

PAYDEX® SCORE

78

LOW RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk



Maximum Credit Recommendation

US\$ 120,000

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION
- Based on the predicted risk of business discontinuation: LIKELIHOOD OF CONTINUED OPERATIONS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

PAYDEX® SUMMARY

3 Months

77

Low Risk (100)

High Risk (1)

When weighted by dollar amount, payments to suppliers average 5 days beyond terms. Value is based on payments collected over the last **3 months**.

24 Months

78

Low Risk (100)

High Risk (1)

When weighted by dollar amount, payments to suppliers average 3 days beyond terms. Value is based on payments collected over the last **24 months**.

78

Low Risk (100)

Risk of Slow Pay

LOW

Payment Behavior

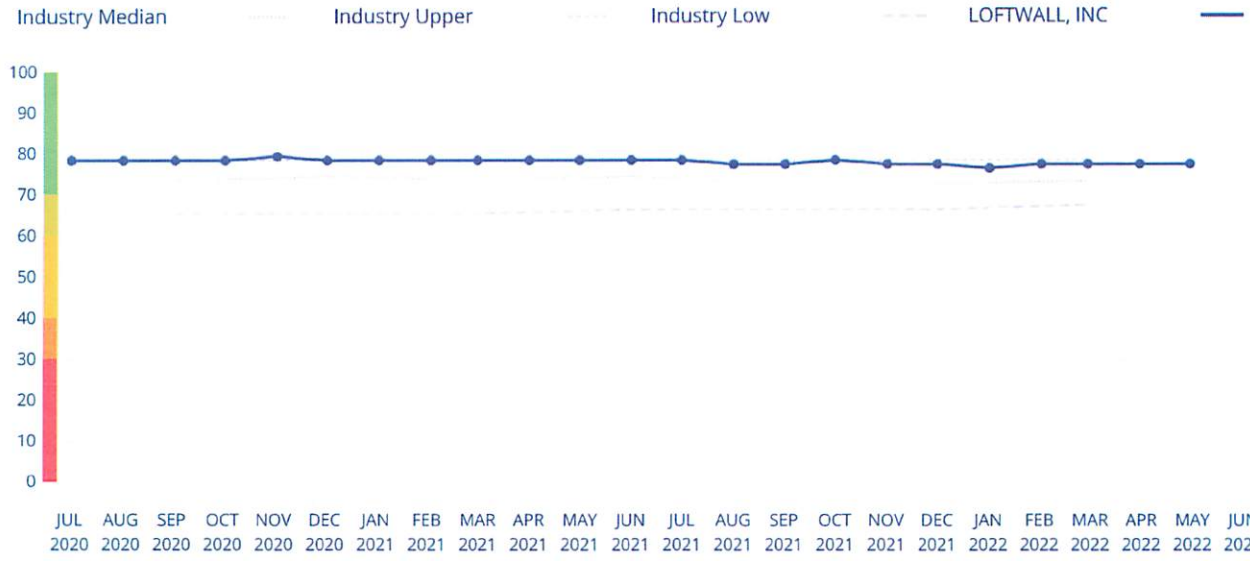
3 Days Beyond Terms

High Risk (1)

Based on a D&B PAYDEX® of >

Business and Industry Trends

2542 - Mfg partitions/fixtures-nonwood



TRADE PAYMENTS

TRADE PAYMENTS SUMMARY

Based on 24 months of data

Overall Payment Behavior

3

Days Beyond Terms

% of Trade Within Terms

81%

Highest Past Due

US\$ 5,000

Highest Now Owing: US\$ 20,000

Total Trade Experiences: 29

Total Unfavorable Comments : 0

Largest High Credit: US\$ 75,000

Largest High Credit: US\$ 0

Average High Credit: US\$ 9,347

Total Placed in Collections: 1

Largest High Credit: US\$ 0

TRADE PAYMENTS BY CREDIT EXTENDED

\$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	0%	0	\$0
50,000 - 100,000	100%	1	\$75,000
15,000 - 49,999	100%	4	\$85,000
5,000 - 14,999	78%	7	\$45,000
1,000 - 4,999	29%	4	\$7,000
UNDER 1,000	100%	7	\$3,000

EVENTS

LEGAL EVENTS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

SUITS		JUDGEMENTS		LIENS		UCC FILINGS	
TOTAL	0	TOTAL	0	TOTAL	0	TOTAL	7
LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	07/15/2021

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

COMPANY PROFILE

COMPANY OVERVIEW

Named Principal

STEVEN KINDER, PRINC, EXEC DIR

Age (Year Started)

12 years (2010)

Employees

45

Business Form

Corporation (US)

Annual Sales

-

Line of Business

Mfg partitions/fixtures-nonwood

SIC

2542

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[Privacy Policy](#) | [Terms of Use](#)

Qualification and Experience

i. Provide a brief history of the Offeror, including the year it was established and corporate office location.

Founded by Steve Kinder in 2008, Loftwall began as a provider of architecturally designed, flexible and functional freestanding divider screen products. Now the company offers a wide range of innovative, creative, and fully customizable space-defining solutions with premium acoustical products that help companies make space work better. All Loftwall products are manufactured in Grand Prairie, Texas. Loftwall has successfully partnered with other contract/cooperative entities in the past, serving customers on the state/local and federal government levels, as well as schools and other non-profit organizations.

ii. Describe Offeror's reputation in the marketplace.

Loftwall is an established brand in the marketplace, having been in business for 13 years. Our model, selling with independent representative groups, allows Loftwall to be positioned in dealerships that are aligned with the largest manufacturers in the industry. This exposure has helped Loftwall be a well respected and relied on provider for 'day 2' solutions. These 'day 2' solutions are frequently requested and purchased after a company has initially moved into their office space, and then realize they have privacy concerns. Loftwall does business across thousands of furniture dealerships who serve all sizes of businesses, including the Inc 500. Large sized businesses who use Loftwall products include Google, Apple, Tesla, Ford, Walgreens, John Hopkins University, Amazon, Delta Airlines and more. Loftwall has won many awards within the industry including the HiP Award from Interior Design Magazine, Best of Neocon (the largest industry trade show), and IDEA Award.

iii. Describe Offeror's reputation of products and services in the marketplace.

Loftwall's legacy products are well known and easily identified by customers and furniture dealers alike. Framewall, the first product produced by Loftwall, is iconic in its design and still represents a strong amount of sales. The basis of design for Framewall is a simple frame construction that employs a lock system that allows for easy assembly,

while providing durability and reliability. Due to the success of Framewall, the Loftwall brand is well known in the marketplace, and many customers have purchased adjacent product categories including desk dividers, flexible shelving, and acoustical solutions. During the beginning of the pandemic, Loftwall was first to market with acrylic shield solutions resulting in the large increase in sales in 2020. This gave Loftwall another opportunity to provide value to the marketplace and position Loftwall as the company who can provide any type of privacy wall.

Additionally, Loftwall's methodology regarding post-sale customer service has helped establish the brand as a trusted resource to furniture dealers and designers. Loftwall has worked hard to ensure that a trusting relationship is established, and post-sale concerns are handled quickly and without friction.

iv. Describe the experience and qualification of key employees.

A number of the senior leaders at Loftwall have a history of working within the commercial furniture industry, working with customers across all vertical markets. Bryce Stuckenschneider, Loftwall's CEO, has experience with two other furniture manufacturers prior to his time with Loftwall. Similarly, Stephanie Restivo, Loftwall's VP of Sales, also has experience with two other furniture manufacturers prior to Loftwall. This experience across the industry has allowed the leadership team of Loftwall to have a vision related to how Loftwall is positioned in the market. Through experience, we know that speed, accuracy, and being easy to work with are all key factors for success. The Director of Marketing, Andrew Holmes, also has experience with another furniture manufacturer, and understands the nuances of how to position and message the brand to the target audience. Loftwall employs a Director of Product Development, David Fortener, who is an engineer by trade. With this in-house expertise, Loftwall can prototype new products in real time, offering customers the ability to order a wide variety of custom solutions. Several other positions across the company are filled by employees who have been with Loftwall for several years. The Account Management and Customer Experience teams have a combined Loftwall tenure of 27 years across 5 people.

v. Describe Offeror's experience working with the government sector.

Loftwall has been on other cooperatives and contracts that serve the government sector including GSA and NCPA. Loftwall partners with many furniture dealerships who are very well versed and have security clearances to service government accounts on-site.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

None to report.

vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

- 1.) Commercial Design Services, Lynn Elliott, Account Manager, 813-886-0580 x 107, lelliott@cdstampa.com, May – Sept 2020, offered and sold Split Break Style Screens and Counter Shields, \$125k
- 2.) Price Modern, Steve Dragos, Senior Account Executive, 301-459-8111, steve.dragos@pricemodern.com, 2020 to present day, Screens, desk mounted and mobile, \$25k
- 3.) Supply Source, Adam Nemchick, Sales Representative, 724-454-1604, adamn@supplysource.com, 2020 to present day, Sneeze guards, Framewall, \$100k
- 4.) Nexus Office Environments, Chuck Asidou, VP of Sales, 909-573-7750, chuck@nexusoe.com, 2022 YTD, \$40k, Rooms Partition Dividers and Space Creation
- 5.) TriState Office Furniture, Jamie Salicce, VP of Business Development, 412-736-5632, jamie@tri-stateoffice.com, 2022 YTD, \$33k, Rooms Partition Dividers and Space Creation

viii. If Offeror anticipates Participating Public Agencies will sign a service agreement, Offeror must include their company's standard service agreement with their RFP response.

This is not expected therefore no standard service agreement has been included with this response.

ix. Provide any additional information relevant to this section.

Loftwall has a tremendous opportunity to position the OMNIA contract to both existing and new business opportunities. Loftwall currently sells nationwide across commercial, healthcare, K-12, higher education, cities, counties, and state governments, and the OMNIA offering will be a key driver to maintain these accounts and gain new business.

Value Add

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

The cornerstone of our business is focusing on what makes us unique. For over 13 years, Loftwall has served thousands of customers with the promise of speed, customization, and personal attention. We accomplish that every day with hundreds of small decisions:

Speed: Loftwall offers a 5-day standard lead time for products. We accomplish this by manufacturing in the United States. Beyond that, we source 95% of our raw materials from within 200 miles of our headquarters. This nearly local supply chain gives us an advantage that is passed directly to our customers - with lead times that blow them away. Beyond speed to ship, the focus of our customer experience team is speed. In an industry that takes 3-4 days just to send a quote back to a customer, Loftwall boasts 45-minute quote response times. This speed has made Loftwall a favorite of hundreds of happy customers (as evidenced by a NPS rating of 88.4/100).

Customization: 100% of products are made-to-order, ensuring minimal waste and the ability to make modifications to perfectly solve our customers' privacy problems. By investing in technologies, processes, and up-skilling our employees, we continue to push the limits of what is possible for our customers.

Personal Attention: Our people set us apart. With a level of attention to detail and care that our customers love, Loftwall is small enough to care, but large enough to serve numerous Fortune 500 customers for over a decade. Our performance on the GSA Multiple Award Schedule and NCPA Contracts are further evidence that we can provide the nuanced attention to detail to serve any and all customers.

Additional Awards/Recognition:

- HiP award winner
- Best of NeoCon award winner
- Best Places to Work Fort Worth
- Inc. 5000 fastest growing companies in America
- IDEA award winner
- GSA MAS
- NCPA contract holder

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

6/28/2022
Date

Stephanie Reyes, VP of Sales
Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

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

Company

Loftwall, Inc.

Contact

Stephanie Restivo

Signature

2617 N Great Southwest Pkwy

Stephanie Restivo

Printed Name

Ste 100

VP of Sales

Position with Company

Address

Grand Prairie, Tx 75050

**Official
Authorizing
Proposal**

Signature

Printed Name

Phone

Position with Company

Fax

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Stephanie Restivo, as an authorized representative of Loftwall, Inc., a contractor engaged by Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Stephanie Restivo
Signature of Named Authorized Company Representative

6/28/2022
Date

Dealership name	Street Address (primary location)	City	State	Zip	Phone	Total # of Dealer Locations
John A Marshall Co.	10930 Lackman Road	Lenexa	KS		66219 913-599-4700	2
Sheppard's Business Interiors	725 S 72nd Street	Omaha	NE		68114 302-393-8888	1
Modern Business Interiors	1023 Portwest Drive	St Charles	MO		63303 636-946-2500	2
WORKPOINTE	9877 40th Avenue Sout	Seattle	WA		98118 206-763-4030	2
OPEN SQUARE	5601 6th Avenue South	Seattle	WA		98108 206.768.8000	2
CATALYST	909 A Street	Tacoma	WA		98402 253.592.6002	3
SYSTEM SOURCE	1200 5th Avenue	Seattle	WA		98101 206.285.2208	4
APEX	20219 87th Ave S	Kent	WA		98031 206.686.3357	1
PacificWRO	825 NE Multnomah St	Portland	OR		97232 503.238.1590	1
Peoplespace	811 Southwest 6th Avenue	Portland	OR		97204 971.806.1507	4
Office World	115 Cleveland Street	Eugene	OR		97402 541.687.9704	1
SKG (Shelton Keller Group)	6301 E. STASSNEY LANE BLDG. 9-100	Austin	TX		78744 (512) 481-1500	2
Alfred Williams	1717 W 6th St., Suite 190	Austin	TX		78703 800.486.6011	2
McCoy Rockford	6869 Old Katy Road	Houston	TX		77024 713-862-4600	2
FMG (Furniture Marketing Group)	University Park 3300 N IH-35 Ste.145	Austin	TX		78705 512-908-4650	2
Texas Wilson	6812 Fairgrounds PKWY	San Antonio	TX		78238 210-647-8800	1
Supply Source	415 West Third Street	Williamsport	PA		17701 570.327.1500	4
Franklin Interiors	2740 Smallman Street	Pittsburgh	PA		15222 412-261-2525	2
Workscap	1900 Lowe Street	Pittsburgh	PA		15220 412.920.6300	1
Anderson Interiors	1113 Penn Avenue	Pittsburgh	PA		15222 (412) 828-7420	1
Omega Commercial Interiors	1131 Berwood Drive	Morgantown	WV		26505 (304) 581-6701	2
Contemporary Galleries	1615 6th Avenue	Charleston	WV		25387 304-344-1231	1
Tri-State Office Furniture	1 Sexton Road	McKees Rocks	PA		15136 412-771-0760	2
Seats and Station	1430 Blue Oaks Blvd	Roseville	CA		95747 916-786-8005	1
Interiors Incorporated	1325 North Dutton Avenue	Santa Rosa	CA		95401 (707) 284-3548	1
People Space	1731 Technology Drive	San Jose	CA		95110 (408) 213-1790	1
American Interiors	250 N. Orange Ave, 16th floor	Orlando	FL		32801 321.378.1808	2
CI Group	12115 28th Street North	St. Petersburg	FL		33716 727.539.7544	4
Commercial Design Services	5805 Barry Rd	Tampa	FL		33634 813.886.0580	4
Workscapes	3225 E. Clark ST	Tampa	FL		33605 813.620.0048	4
OEC Business Interiors	1601 NW 80th Blvd	Gainesville	FL		32606 352.332.1192	2
Office Environments & Services	1524 San Marco Blvd	Jacksonville	FL		32207 904.398.9761	1
Perdue Office Interiors	5 West Forsyth Street, Suite 100	Jacksonville	FL		32202 904.302.5739	2
American Business Interiors	2015 Waverly Place	Melbourne	FL		32901 321.723.5003	1
Executive Office	241 East Harrison Street	Tallahassee	FL		32301 850.224.9476	1
Center Line Associates	418 Racetrack Road NE	Fort Walton Beach	FL		32547 850.362.0019	1
CBI	888 E. Las Olas Blvd.	Ft. Lauderdale	FL		33301 954.315.3106	2
JC White Office Furniture	3501 Commerce Parkway	Miramar	FL		33025 954.785.3212	2
Empire Office	2 Oakwood Blvd. Suite 140	Hollywood	FL		33020 954.707.6187	3
FCI Furniture Consultants	2750 NW 3rd Ave. Space 1	Miami	FL		33127 305.856.2220	1
M. Hanson & Company	33 SE Fifth Street, Suite 200	Boca Raton	FL		33432 561.338.6425	1
Pradere Office Products	7655 W. 20th Ave.	Hialeah	FL		33014 305.823.0190	1
Custer	217 Grandville Ave. SW	Grand Rapids	MI		49503 616.458.6322	1
NBS	2595 Bellingham	Troy	MI		48083 248.823.5472	3
Interior Environments	48700 Grand River Ave	Novi	MI		48374 248-213-3010	2
Associated Office Systems	400 Poydras St, Suite 700	New Orleans	LA		70130 504.561.8400	1
Synergy Business Environments	800 6th Ave S, Suite 200	Nashville	TN		37203 615.383.6799	4
Alfred Williams Co	2960 Sidco Dr	Nashville	TN		37204 615.604.3238	TN, NC, SC & TX
Office Resources Inc	4020 Armory Oaks Dr	Nashville	TN		37204 615.376.1240	5
Commerical Interiors of MS	4277 Espy Ave	Long Beach	MS		39560 228.263.8036	1
Creative Office Resources	One Design Center Place	Boston	MA		2210 617.348.3207	5
Environments at Work	300 A Street	Boston	MA		2210 617.407.3338	2
Red Thread	293 Boston Post Road West	Marlborough	MA		1752 617.261.1399	5
Royer & Schutts	200 Bailey Avenue	Fort Worth	TX		76107 817.589.2667	2
WRG	2639 E. Rosemeade Pkwy.	Carrollton	TX		75007 972.446.9100	2
GL Seaman	4201 International Pkwy.	Carrollton	TX		75007 469.546.2214	2