



Region 14 ESC

National Cooperative Purchasing Alliance

RFP # 24-22

Furniture



Tab 1

Master Agreement / Signature Form

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

◆ Safety

- Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
 - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

◆ 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 and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; 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

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Termination

- Either party 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.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Scandinavian Spaces
Address	1000 East 6th Street, Suite B
City/State/Zip	Austin, TX 78702
Telephone No.	503.784.3455
Fax No.	
Email address	thomas@scandinavianspaces.com
Printed name	Thomas Jonsson
Position with company	Vice President - Sales & Marketing
Authorized signature	 9B966E5BDDB442...



Tab 2

NCPA Administration

Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of **September 1, 2022**, by and between National Cooperative Purchasing Alliance (“NCPA”) and **Scandinavian Spaces** (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated **September 1, 2022**, referenced as Contract Number **07-115**, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Furniture;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.


<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

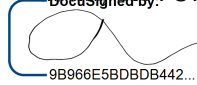
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: September 1, 2022

Vendor: Scandinavian Spaces
Name: Thomas Jonsson
Title: Vice President - Sales & Marketing
Address: 1000 East 6th Street, Suite B
Austin, TX 78702
Signature: 
Date: 7/11/2022



Tab 3

Vendor Questionnaire

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

** **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

** Please note that shipments to Alaska and Hawaii will be FOB to the nearest U.S. port, not destination. Discount will remain the same.

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of **Austin**, State of **TX**

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
- A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3^d box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
- | | |
|---|--|
| <input type="checkbox"/> Manufacturer Direct | <input type="checkbox"/> Certified education/government reseller |
| ** <input checked="" type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: |

**We are the exclusive distributor in North America for our partner brands (manufacturers) in Sweden

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Erin Tierney

Title: Finance Manager

Company: Scandinavian Spaces

Address: 1000 East 6th Street Suite B

City: Austin

State: TX

Zip: 78702

Phone: 877-811-9676

Email: ap@scandinavianspaces.com

- Purchase Orders

Contact Person: Alicia Choate

Title: Head of Project Management

Company: Scandinavian Spaces

Address: 1000 East 6th Street Suite B

City: Austin

State: TX

Zip: 78702

Phone: 877-811-9676

Email: sales@scandinavianspaces.com

- Sales and Marketing

Contact Person: Alicia Choate

Title: Head of Project Management

Company: Scandinavian Spaces

Address: 1000 East 6th Street Suite B

City: Austin

State: TX

Zip: 78702

Phone: 877-811-9676

Email: sales@scandinavianspaces.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No



Tab 4

Vendor Profile

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.

Scandinavian Spaces

- ◆ Brief history of your company, including the year it was established.

While the rest of the world still debates the definition of wellness in the workplace, at Scandinavian Spaces our philosophies are a decade ahead of the health and wellness movement. As a family-owned company we push the boundaries of expected design to provide forward-thinking solutions for the built environment. We felt the furniture industry was lacking a fresh face in Scandinavian aesthetics, imagination, and overall wellness. Our response? Change it by making great Scandinavian design accessible to you – the like-minded creative.

When brothers and co-owners Thomas and Robert Jönsson took over the family business from their father in 2011, they hit the ground running – building the foundation of what would eventually become Scandinavian Spaces in 2016. Growing up assembling furniture on the weekends, the brothers developed a profound understanding of great craftsmanship. Native to Sweden, the Jönssons built a strong company culture rooted in Nordic design and have quickly expanded our brand across the Atlantic Ocean.

Today at Scandinavian Spaces, we offer cutting-edge furniture and interior solutions for the modern-day work environment. The brand has stayed true to our core values - COLOR. DESIGN. LIFE. Dedicated to balancing aesthetics with functionality, at Scandinavian Spaces we strive to deliver innovative and creative designs for the contract market.

- ◆ Company's Dun & Bradstreet (D&B) number.

- ◆ Company's organizational chart of those individuals that would be involved in the contract.

See [Scandinavian Spaces Organizational Outline in Vendor Profile Supporting Documents, Attachment 1](#)

- ◆ Corporate office location.

Scandinavian Spaces
1000 East 6th Street, Suite B
Austin, TX 78702

- ▶ List the number of sales and services offices for states being bid in solicitation.

Local Representation: Scandinavian Spaces distributes our products through our authorized dealer network that are authorized to sell and service Scandinavian Spaces products on a local level. We have numerous dealers nationwide and are an open-line manufacturer which means all dealers throughout the US can offer our products to your members.

Indirect Representation: Scandinavian Spaces also has a sales force of over 57 Independent Sales Reps located in all 50 states. These Independent Sales Reps are responsible for distribution, overall account maintenance, and sales direction. Regionally located, they will work directly with our authorized dealers and your members to develop account management plans as needed.

Direct Representation: Scandinavian Spaces has direct representation in Texas and New York.

- ▶ List the names of key contacts at each with title, address, phone and e-mail address.

Primary Contact

Elizabeth Wren, Business Operations Process Manager

elizabeth@scandinavianspaces.com

Phone: (855) 811-9676

Mobile: (832) 387-2636

Secondary Contact

Thomas Jonsson, Vice President - Sales & Marketing

thomas@scandinavianspaces.com

Phone: (855) 811-9676

Mobile: (503) 784-3455

Admin Fee Contact

Erin Tierney, Finance Manager

erin@scandinavianspaces.com

Phone: (855) 811-9676

Purchase Order Contact

Alicia Choate, Head of Project Management

sales@scandinavianspaces.com

Phone: (855) 811-9676

Marketing Contact

Mollie Silverhjem, Branding & PR Manager

mollie@scandinavianspaces.com

Phone: (512) 803-1622

- ◆ Define your standard terms of payment.

Standard payment terms for orders over \$2,500 include a 50% deposit requirement, with the balance due before final delivery (CBD). On all deposit/CBD orders final payment of all invoiced charges, including non-product charges, must be received prior to delivery. All orders under \$2,500 require 100% deposit payment. All airfreight orders require a 100% deposit requirement. Any adjustments to these standard payment terms must be acknowledged by Scandinavian Spaces in writing. Scandinavian Spaces retains a security interest in the products until Customer has paid for them in full.

◆ **Who is your competition in the marketplace?**

While we do not normally compare our company or products to other manufacturers, Scandinavian Spaces acknowledges the existence of other manufacturers in the marketplace. These manufacturers include Naughtone, Buzzi Space, Hightower, Howes, Sandler Seating, Offecct, and Flokk.

◆ **Provide Annual Sales for last 3 years broken out into the following categories:**

- ▶ Cities / Counties
- ▶ K-12
- ▶ Higher Education
- ▶ Other government agencies or nonprofit organizations

◆ **Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.**

\$300,000.00 in year one

\$450,000.00 in year two

\$600,000.00 in year three

◆ **What differentiates your company from competitors?**

While we do not normally compare our company or products to other manufacturers, Scandinavian Spaces acknowledges the existence of other manufacturers in the marketplace. These manufacturers include Naughtone, Buzzi Space, Hightower, Howes, Sandler Seating, Offecct, and Flokk. What differentiates Scandinavian Spaces from other manufacturers is our ability to not outsource our operations team which means we manage import and delivery of orders, and we manage packaging directly with the manufacturer and here stateside. Scandinavian Spaces has a large sales force presence throughout the country with reps physically in major cities which means we can provide quicker customer service. Our materials are sourced locally in Europe from manufacturers that are well-established (est. yr 1898 – 1992). Scandinavian Spaces has a great solid relationship with our manufacturers – they listen and provide exceptional customer service that we can extend to our clients (i.e. Requests for custom finishes, etc., the possibility of improvements on the lead time, etc.)

◆ **Describe how your company will market this contract if awarded.**

Scandinavian Spaces will promote the NCPA contract as our primary purchasing option for the for the public sector market. Scandinavian Spaces will market this contract through many different resources that include but it is not limited to:

- Placement of awarded NCPA contract on our public website contract page located at <https://www.scandinavianspaces.com/resources/contracts>
- Create a comprehensive training program for our sales force.
- Create printed and digital sales material for our sales force to distribute in the market
- Work with Region 14 ESC/NCPA on marketing opportunities for their members
- Keep Region 14 ESC/NCPA in front of our sales force and distribution through newsletters and marketing materials focused on Region 14 ESC/NCPA for our sales team to distribute
- Attend trade shows that we find beneficial for targeting Region 14 ESC/NCPA members or end users such as NIGP and NAEP

Management of the overall national account will be led by the Sales and Marketing Team and specifically the Head of Project Management and the Marketing Manager. We have a Business Operations Process Manager that is dedicated to nationwide contracts, and they will be managing the Region 14 ESC/NCPA Contract. Region 14 ESC/NCPA will be a priority for Scandinavian Spaces and the Head of Project Management will be dedicated to keeping the contract current and make sure any changes/updates are being communicated effectively to the sales team.

◆ **Describe how you intend to introduce NCPA to your company.**

If awarded, within the first thirty days, the NCPA contract will be announced in company-wide meetings. There will be a separate meeting with our customer service and order entry departments outlining all terms and conditions of the contract. The award, discounting, terms and conditions will be communicated publicly on our website. The award will also be communicated through a press release.

Within 60 days of award, Scandinavian Spaces will conduct a joint call with our sales force to review the contract. We will ask them for a plan of action to promote the contract within each territory. We will then review each plan and start applying them within sixty days. Each month after the implementation, we will ask for updates and projects they are working on in correlation to the contract.

Scandinavian Spaces will also provide printed sales material to first train our sales force. They will then go out to the dealers and public sector customers in their area and communicate this information. Our extensive indirect representation allows regular visits by Scandinavian Spaces sales force to dealers that are servicing your members.

◆ **Describe your firm's capabilities and functionality of your on-line catalog / ordering website.**

Scandinavian Spaces authorized dealers can specify, order, sell, install, and provide the services to carry out the contract. The primary and preferred method for Participating Entities to order is through our authorized dealers.

With our products being so diverse and customized, it makes an online catalog/ordering website for the public, a very complex project. Scandinavian Spaces will make our contract pricing/discounting available to NCPA members on our contract page on our website located at <https://www.scandinavianspaces.com/resources/contracts>.

◆ **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)**

Scandinavian Spaces Customer Service Department is located in Austin, TX. They can be reached by phone at (855) 811-9676 or email at info@scandinavianspaces.com. They are available from 8:00am to 5:00pm, Monday through Friday.

In addition, Scandinavian Spaces has the following showroom locations:

- 1000 East 6th St. Suite B
Austin, TX 780702
- 27 West 24th Street
Suite 1002
New York, NY 10010
- 222 Merchandise Mart Plaza
Suite 1191
Chicago, IL 60654

◆ **Green Initiatives (if applicable)**

- ▶ As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Scandinavian Spaces' foundation is rooted in a rich history of sustainability and eco-friendly practices. Aligned with Scandinavia's world leading ecoculture, the brand is dedicated to sustainable business practices that create a better future for our planet. Stylishly sustainable, we take pride in our product offerings and our green environmental practices behind every business decision. From product materials and quality, to how the furniture is manufactured, and of course our green social norms – Scandinavian Spaces is wholeheartedly committed to a sustainable future.

Materials + Quality

Material matters. Quality matters. At Scandinavian Spaces we understand the environmental accountability we hold as furniture manufactures. We have carefully curated a catalog of high-quality, long lasting product offerings that we proudly stand behind in regard to the health and wellness of our planet. Built to withstand the test of time, each piece of furniture is designed and manufactured with the brands environmental standards in both material and production policies. We offer a long list of products that feature some recycled content and/or are designed with the option for components to be switched out and replaced to extend the lifespan of the furniture.

Third Party Certifications

At Scandinavian Spaces, we deeply understand the importance of submitting our products for third-party certifications. Reputable and respectable third parties provide impartial approval of the environmental impact of a product from start to finish. Certified products provide confidence to the design community to ensure products meet the environmental criteria needed for a healthier world.

Green Social Norms

We walk the talk for the health and wellness of our planet. Scandinavian Spaces' commitment to sustainability extends beyond our mod product portfolio and into our operational business practices. We consciously choose to create a lighter footprint in our daily social norms. Scandinavian Spaces operates as a paperless practice, with all of our design resources available in digital format. We provide recycling facilities in all of our showrooms, utilizing our material-specific trash cans to correctly divert waste materials from landfills. During catering events, we use reusable and plastic-free items and work with local charities to ensure that any unused goods or food goes to those in need. Our warehouses reuse pallets received from orders to make deliveries. Some local deliveries or local sample requests are packed in blankets instead of boxes. Shipment boxes are carefully handled to make sure they can be reused, if needed. Products are packed as optimally as possible, and the packaging materials are recyclable and can be disposed of at recycling facilities for plastic and cardboard after furniture deliveries.

Sustainability is deeply integrated into our Scandinavian Spaces culture – it's at our core, it's in our hearts, it's who we are

- ◆ **Anti-Discrimination Policy (if applicable)**

- ▶ Describe your organizations' anti-discrimination policy.

We value and celebrate diversity and believe it is everyone's responsibility to support equal opportunity for employment, development and advancement.

See Scandinavian Spaces Equal Employment Opportunity and Anti-Discrimination Policy in Vendor Profile Supporting Documents, [Attachment 2](#)

- ◆ **Vendor Certifications (if applicable)**

- ▶ Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Scandinavian Spaces does not hold the mentioned certifications above; however, Scandinavian Spaces' purpose is to pursue and partner with a full range of diverse suppliers on a global scale. We understand the importance of supplier diversity and support building partnerships with small businesses.

Scandinavian Spaces is an open-line manufacturer and will work with all dealers. Scandinavian Spaces' expansive network of Authorized Resellers includes many MWBE and SDVOB dealers. Participating Agencies may utilize a MWBE and SDVOB Authorized Resellers through our Master Agreement.



Vendor Profile Supporting Documents

ORGANIZATION



principal | partners

ROBERT JONSSON (accounting, HR, operations) & THOMAS JONSSON (sales & marketing)

FINANCE DEPARTMENT

MARKETING DEPARTMENT

finance manager
staff accountant

ERIN TIERNEY
JACOB ALLARD

marketing consultant
branding & pr manager

THOMAS PATRICK
MOLLIE SILVERHJELM

KINNARPS USA

PROJECT MANAGEMENT

kinmaps | senior key account manager

DAVID AUER

graphic designer

KARIN MAYER

DIRECT SALES

ORDER & LOGISTICS

ny | sales manager
ny | sales manager
central tx sales manager

CAITLIN HUCKS
SARAH WHELAN
LELA ABERG

austin | head of project management
austin | senior project manager
austin | project manager
austin | project manager

ALICIA CHOATE
MOLLY CONNER
ATHENA GERBSCH-COOK

OPERATIONS

ORDER & LOGISTICS

central & west territory ops manager
central warehouse manager
central operations specialist
central operations specialist

MICHAEL FUNK
JEREMY MORALES
MIKE MCCULLOUGH
NOAH PRESSON

ny | project manager
business operations process manager
order & logistics coordinator
order & logistics coordinator

MANUELA AGUIRRE
ELIZABETH WREN
JON BOHLEN
LIZ VIDA

eastern territory ops manager
eastern operations specialist
eastern operations specialist
eastern operations specialist

PHIL BOYE
ISAIAH HILL
FRANCISCO SORTO
JOSH TORRES

order & logistics coordinator
order & logistics coordinator
order & logistics coordinator

KRISTIN MERCIER

operations coordinator
operations coordinator
warehouse associate

KELLY MONE
SHAWN ALDRED

ONBOARDING

Equal Employment Opportunity and Anti-Discrimination Policy

I. OVERVIEW & SCOPE

Scandinavian Spaces Operating LLC of 1000 E 6th Street, Suite B, Austin, Texas 78702, has established an Anti-Discrimination and Equal Employment Opportunity Policy ("EEO"). This EEO policy applies to all aspects of the relationship between Scandinavian Spaces Operating LLC and its employees, including, but not limited to, employment, recruitment, advertisements for employment, hiring and firing, compensation, assignment, classification of employees, termination, upgrading, promotions, transfer, training, working conditions, wages and salary administration, and employee benefits and application of policies. These policies apply to independent contractors, temporary employees, all personnel working on the premises, and any other persons or firms doing business for or with Scandinavian Spaces Operating LLC. Disciplinary action will be taken against any employee or agent in breach of this policy.

II. POLICIES

1. DISCRIMINATION. Scandinavian Spaces Operating LLC shall not tolerate, under any circumstances, without exception, any form of discrimination based on race, creed, religion, color, age, disability, pregnancy, marital status, parental status, veteran status, military status, domestic violence victim status, national origin, political affiliation, sex, predisposing genetic characteristics, and any other status protected by the law. This list is not exhaustive. Job promotions will be offered to employees based on merit, experience, and other job-related criteria. For qualified people with disabilities, Scandinavian Spaces Operating LLC will make every effort to provide reasonable workplace accommodations that comply with applicable laws. All employees, managers, stakeholders, and agents at Scandinavian Spaces Operating LLC will comply with these anti-discrimination policies. In some cases, local laws and regulations may provide greater protections than those described in this policy.

2. HARASSMENT. Scandinavian Spaces Operating LLC is committed to providing a work environment that is free from harassment. Any behavior that is unwanted and offensive to the recipient, which creates an intimidating, hostile, or humiliating work environment for that person violates Scandinavian Spaces Operating LLC's policy. Harassment can occur between members of the opposite sex or the same sex. Harassment, verbal or non-verbal, explicit or implicit, based on an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All employees, including supervisors, other management personnel, and independent contractors, are required to abide by this policy. No person will be

adversely affected in employment with Scandinavian Spaces Operating LLC as a result of bringing complaints of harassment.

3. REPORTING DISCRIMINATION & HARASSMENT. If an employee feels that he or she has been harassed as described in this policy, they should immediately report the matter to management or Ownership through any verbal or written means. If that contact is not available, or if the employee is not comfortable informing this contact, the employee should immediately inform any other manager or supervisor. Once the matter has been reported it will be promptly investigated and any corrective action will be taken when deemed appropriate. All complaints or unlawful harassment under this policy or otherwise will be handled in as confidential a manner as possible. Timely reporting is encouraged to prevent the re-occurrence of, or otherwise address, the behavior that violates this policy or law. Delays in reporting a complaint can limit the type of effectiveness of a response by Scandinavian Spaces Operating LLC. The procedure for reporting incidents of discriminatory or harassing behavior is not intended to prevent the right of any employee to seek a remedy under available state or federal law by immediately reporting the matter to the appropriate state or federal agency.

4. RETALIATION. Retaliation against any person associated with Scandinavian Spaces Operating LLC who reports instances of harassment - whether he or she is directly or indirectly involved - is in violation of Scandinavian Spaces Operating LLC's policies. All reported incidents are assumed to be made in good faith. Any allegations that are proven false will be treated as a serious matter.

5. DISCIPLINARY MEASURES FOR HARASSMENT. Any employee engaging in behavior that violates this policy will be subject to disciplinary action, including the possible termination of employment, whether or not an actual law has been violated.

6. REMEDIES. Remedies for any instances of verified employment discrimination, whether caused intentionally or by actions that have a discriminatory effect, may include back pay, hiring, promotion, reinstatement, front pay, reasonable accommodation, or other actions deemed appropriate by Scandinavian Spaces Operating LLC. Remedies can also include payment of attorney's fees, expert witness fees, court costs and other applicable legal fees.

7. POLICY IMPLEMENTATION. Implementation of this Policy will be effective as of April 13, 2020.

This Anti-Discrimination Policy is executed and agreed to by:

Robert Jonsson _____

Robert Jonsson
Robert@scandinavianspaces.com
April 13, 2020 at 01:16 pm
Recorded at IP 136.49.68.167

Thomas Jonsson _____

Thomas Jonsson
thomas@scandinavianspaces.com
April 13, 2020 at 02:38 pm
Recorded at IP 107.77.222.126



Tab 5

Products and Services / Scope

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Warranty
 - ▶ Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

Scandinavian Spaces guarantees materials and constructions for three (3) years from the date of delivery. During this period, Scandinavian Spaces will repair or replace the product or parts of the product that proves defective. This warranty does not extend to furniture upholstery, damage, normal wear and tear or to labor and material charges due to product defects. Natural variations or changes in color can occur in products containing materials such as lacquered wood, leather cork, marble and moss and are not covered under the warranty. Scandinavian Spaces provides a one (1) year warranty for customized products.

See Scandinavian Spaces Warranty in Products and Services Supporting Documents, [Attachment 1](#).

- **Availability of replacement parts**

Scandinavian Spaces guarantees materials and constructions for three (3) years from the date of delivery. During this period, Scandinavian Spaces will repair or replace the product or parts of the product that proves defective.
- **Life expectancy of equipment under normal use**

While Scandinavian Spaces guarantees materials and constructions for three (3) years from the date of delivery, our product is built to last and we believe with normal use, the product can last much past the original warranty.
- **Detailed information as to proposed return policy on all equipment**

All orders are considered final and cannot be canceled once Scandinavian Spaces has registered an order. Scandinavian Spaces does not accept returns. Change Orders are accepted on a case-by-case basis and may result in a Change Order fee (potentially including a Restocking fee). Customers that complete a Change Order must pay any Change Order fees prior to final delivery of product.

▶ Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects. Scandinavian Spaces provides products that are new, of good quality, and free from defects.

See Scandinavian Spaces Product Highlights in Products and Services Supporting Documents, [Attachment 2](#)

▶ Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Scandinavian Spaces has carefully curated a catalog of high-quality long-lasting product offerings that we proudly stand behind in regard to the health and wellness of our planet. Built to withstand the test of time, each piece of furniture is designed and manufactured with the brands environmental standards in both material and production policies.

- ◆ The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:

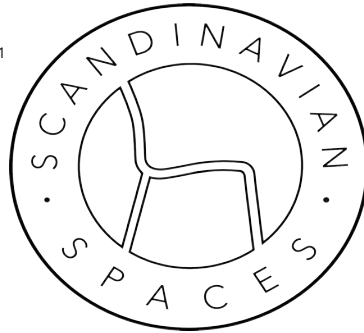
- ◆ Ancillary Furniture Products – **Scandinavian Spaces**
- ◆ Classroom / Educational / Dormitory – **Scandinavian Spaces**
- ◆ Conference or Breakroom / Training – **Scandinavian Spaces**
- ◆ Library – **Scandinavian Spaces**
- ◆ Lounge / Reception – **Scandinavian Spaces**
- ◆ Office – **Scandinavian Spaces**
- ◆ Outdoor – **Scandinavian Spaces**
- ◆ Seating / Chairs – **Scandinavian Spaces**
- ◆ Tables / Meeting Conference Room – **Scandinavian Spaces**



Products and Services Supporting Documents

TERMS & CONDITIONS

Chicago Showroom: 222 Merchandise Mart Plaza, Suite 1191
Austin Showroom: 1000 East 6th Street, Suite B
New York Showroom: 27 West 24th Street, Suite 803
Phone: 855-811-9676
Email: info@scandinavianspaces.com



At Scandinavian Spaces we are committed to providing a personal and solutions-oriented experience for our customers. We are here to help you. If you need assistance or if you have questions about our products or services, do not hesitate to give us a call, send us an email, or visit one of our showrooms. These terms and conditions apply to any quote, purchase order, order acknowledgment documents, and all follow-up actions that occur in the sale of any of our products. By placing any order for products, the buyer agrees to these Terms and Conditions. These terms supersede all prior agreements and communications, both written and oral and prevail over any of the Customer's general terms and conditions of purchase unless otherwise agreed in writing by an authorized Vice President (or higher level position) at Scandinavian Spaces.

ORDER PROCEDURE

To initiate an order, Customer must provide Scandinavian Spaces with either a signed Final Quote or Purchase Order, in addition to paying any required deposit as per the Final Quote. Orders will not be registered until all requirements to initiate an order are satisfied. Upon order registration, Scandinavian Spaces will provide Customer with an Order Confirmation. Scandinavian Spaces is not liable for order delays that result from inaccurate and/or incomplete information provided by Customer. Scandinavian Spaces reserves the right to refuse orders at its own discretion.

PRICING

Prices quoted by Scandinavian Spaces are valid for sixty (60) days. Sales tax, freight, delivery, storage, and installation costs are not included in product pricing and will be quoted additionally. Prices locked in for a period greater than sixty (60) days must be agreed to in writing by Scandinavian Spaces.

PAYMENT TERMS

Standard payment terms for orders over \$2,500 include a 50% deposit requirement, with the balance due before final delivery (CBD). On all deposit/CBD orders final payment of all invoiced charges, including non-product charges, must be received prior to delivery. All orders under \$2,500 require 100% deposit payment. All airfreight orders require a 100% deposit requirement. Any adjustments to these standard payment terms must be acknowledged by Scandinavian Spaces in writing. Scandinavian Spaces retains a security interest in the products until Customer has paid for them in full.

WARRANTY

Scandinavian Spaces guarantees materials and constructions for three (3) years from the date of delivery. During this period, Scandinavian Spaces will repair or replace the product or parts of the product that proves defective. This warranty does not extend to furniture upholstery, damage, normal wear and tear or to labor and material charges due to product defects. Natural variations or changes in color can occur in products containing materials such as lacquered wood, leather, cork, marble and moss and are not covered under the warranty. Scandinavian Spaces provides a one (1) year warranty for customized products.

CANCELLATIONS, RETURNS & CHANGE ORDERS

All orders are considered final and cannot be cancelled once Scandinavian Spaces has registered an order. Scandinavian Spaces does not accept returns. Change Orders are accepted on a case by case basis and may result in a Change Order fee (potentially including a Restocking fee). Customers that complete a Change Order must pay any Change Order fees prior to final delivery of product.

SHORTAGE AND DEFECTIVE CLAIMS

Customer must give Scandinavian Spaces written notice of any defects, missing items, or other delivery issues within seven (7) days of receiving product. Claims must include documentation, such as photos, to be processed. Claims without proper documentation of the underlying cause for the claim will not be processed.

DELIVERY

Standard Freight Incoterm is DDP (Delivered Duty Paid) to named place of destination, within continental USA. Standard Delivery is reflected on the Final Quote as 'Dropship - Warehouse: commercial dock high warehouse delivery suitable for 53' trailer'. This Standard Delivery scope is included with the quoted 'Freight' charge. To qualify for Standard Delivery (Dropship - Warehouse), the following parameters must be met: one (1) time delivery to warehouse type locations, with commercial dock-high loading dock suitable for 53' trailer, during normal business hours Monday-Friday, excluding holidays.

Any Delivery Term, other than Standard Delivery, is charged additionally and separately in the quote. If an order is registered with Standard Delivery, but the address and/or scope of delivery proves to be other than Standard Delivery scope, Scandinavian Spaces will charge Customer the additional charges to correctly reflect the true scope and/or delivery.

All Delivery Terms are quoted on the basis of Delivery requiring only one (1) attempt. If more than one (1) Delivery attempt is required, and the cause is Customer project delay, incorrect scope/address of delivery, or other fault of Customer, Scandinavian Spaces will charge Customer (at cost) for the required subsequent Delivery attempts.

Any goods that remain in Scandinavian Spaces possession for over ten (10) business days will be subject to warehouse and handling charges of one (1) percent of the order's total net price, per week. Delivery dates stated on the Final Quote and the Order Confirmation are estimates only. Scandinavian Spaces is not responsible for delays due to causes beyond its control, including but not limited to fires, floods, strikes, labor disputes, interruptions in transportation services, failure to obtain the goods from the manufacturer, or any other reason.

DISPUTES

In the event of any dispute, the customer agrees to reimburse Scandinavian Spaces for all costs and expenses (including, without limitation, reasonable attorney's fees) incurred by Scandinavian Spaces. These terms and conditions are governed by and construed in accordance with the laws of the State of Texas.

FURTHER INFORMATION

For further questions contact Scandinavian Spaces sales support team: sales@scandinavianspaces.com.



HIGHLIGHTS

SCANDINAVIAN SPACES

Scandinavian Spaces - Attachment 2



BOB



Scandinavian Spaces - Attachment 2



PIXEL







MOOD FABRIC MOBILE



VAGABOND

Scandinavian Spaces - Attachment 2



Scandinavian Spaces - Attachment 2



SUPERKINK

Scandinavian Spaces - Attachment 2



CREST



Scandinavian Spaces - Attachment 2



KITE

Scandinavian Spaces - Attachment 2



BIMBO



Scandinavian Spaces - Attachment 2



OPPO

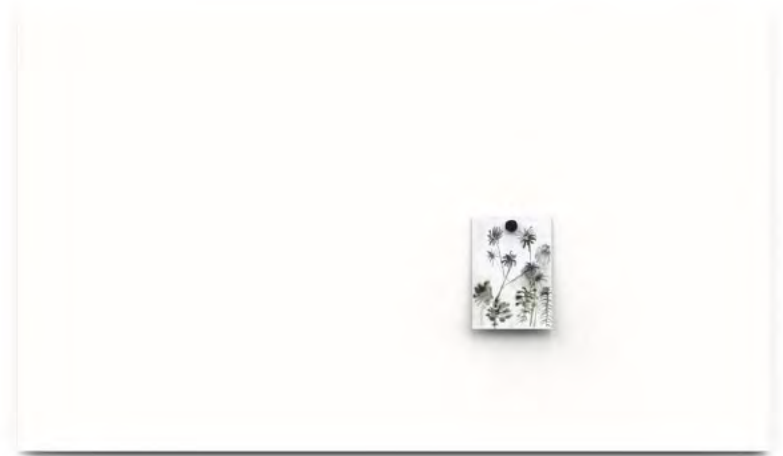


Scandinavian Spaces - Attachment 2



PAX







Tab 6

References

Tab 6 – References

- ◆ Provide at least ten (10) public sector references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
Scandinavian Spaces has provided references below. At times, our dealers do not release the contact's name and information for the actual end user. In those instances, contact information for the dealer has been provided.

- ◆ All references should include the following information from the entity:
 - ▶ Entity Name
 - ▶ Contact Name and Title
 - ▶ City and State
 - ▶ Phone
 - ▶ Years Serviced
 - ▶ Description of Services
 - ▶ Annual Volume

- ◆ NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>. Scandinavian Spaces has registered for procurated.com but at this time has zero reviews.



Tab 8

Value Added Products and Services

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Scandinavian Spaces has additional products that we perform in our normal course of business that we believe will be a great benefit for Region 14 ESI and all NCPA participating entities. This product is listed below with the description.

Pixel is an acoustic wall art system made from natural, hand-picked Scandinavian Reindeer Moss. Pixel is 100% maintenance free and is an environmentally conscious product: the moss is preserved in a natural salt solution and colored with water-based dyes. The density of the moss offers a high level of sound absorption. Pixel is sold by the square foot, and can be installed around corners, on curved surfaces and on ceilings. Installation with self-adhesive velcro backing (included). The moss is available in 15 standard colors. The recycled PET felt base is dark grey.



Convex is a sound absorbing wall panel made from natural, hand-picked Scandinavian Reindeer Moss. Convex is 100% maintenance free and is an environmentally conscious product: the moss is preserved in a natural salt solution and colored with water-based dyes. The panels are available in four shapes and three sizes. Wall installation with one screw and plug (included). Convex is available in 15 standard moss colors.



Ceiling is a high-class sound absorber made from natural, hand-picked Scandinavian Reindeer Moss. Ceiling is made with a lightweight aluminum frame and designed to be placed into standard 2' x 2' ceiling grid systems. The moss is preserved in a natural salt solution and colored with water-based dyes. The naturally preserved moss is completely maintenance-free, making it the perfect choice for a green ceiling installation. Ceiling is available in 15 standard moss colors.



Saga is a wall-mounted and tackable sound diffuser made from natural cork tiles. Inspired by Scandinavian architecture, Saga brings an element of warmth and whimsy to interior spaces. Saga tiles are available in seven different shapes that can be mixed together to create a variety of patterns on the wall. Saga tiles are supplied in a mix of three shades of natural cork.



Birdie is a recycling unit system with a whimsical and efficient design. Birdie is available in two unit sizes and can be free-standing or wall mounted. The soft close lid conceals the internal compartment, and the frame includes a hinged door to allow easy emptying. Powder coated steel frame and aluminum lid are available in 11 standard RAL colors. Recycling unit and footplate can be colored separately. Recycling symbols in either white or anthracite can be applied to each Birdie unit to suit local recycling practices.



Ridge is a recycling station designed for busy public spaces. Ridge units are made from sturdy MDF and feature practical details including a stainless steel internal floor and large volume capacity. Ridge is available with a high or low roof and can be ordered in standard TreCe RAL colors. Options include recycling symbol (eight symbols to choose from), internal waste bag holder, and removable waste container on wheels. The recycling symbol can be supplied in white or anthracite.



Butler is a beautiful, angular work of art, the waste bin adds a chic sense of style to the modern office, hotel lobby, or university. Designed to stand solo, or in groups, Butler has a shock resistant fiberglass outer shell and simple steel frame. Light weight and user friendly, the shell is easy to lift for optimal daily function and ease. Offered in two sizes, Butler makes waste management look good.



Kite and Kite Mini are modular recycling unit made from 20% recycled steel sheet metal. The unique frame shape allows multiple bins to be nested together in different combinations. Kite and Kite Mini feature a lid with options for recycling symbols for sorting different types of waste. Kite Mini is also available as a wall mounted unit, with left and right units that can be mounted side-by-side. Steel frame powder coated in the standard TreCe RAL colors, with MDF lid vacuum foiled in environmentally friendly white or anthracite finish. Recycling symbol in white or anthracite.



The **Pop and Pop Mini** are practical and innovative, classically designed wastebaskets. The bin liner is easy to fit and is held in place by the lid of the waste paper basket. The removable lid and the waste paper basket are made of plastic and the lid of the large Pop is also available in a pressure-welded stainless steel finish. Pop holds 9.2 gallons and Pop Mini holds 3.6 gallons. The removable lid and container are available in white or grey, or matte black "soft-touch" surface.



Cloud is a mobile recycling station with access from both sides. Cloud recycling stations are available with two or three compartments, each designed to fit 22.5-33 gallon bags. Cloud is equipped with doors that make emptying easy, with a lip on the inside of each door that channels waste into the bag. Options for a frame in lacquered MDF, with doors in powder coated steel. Select from 11 standard RAL colors for doors and MDF frame. Includes two braking castors.





Tab 9

Innovation

Tab 9 – Innovation

- ◆ Please provide details of your most recent innovation and how it affected sales in the public sector.

- New categories
- New fabrics and finishes
- New ergonomics
- New safety features
- New performance enhancement
- Other

See our “Best of Neocon 2021” in Innovation Supporting Documents, [Attachment 1](#) for detailed information.

- ◆ Please outline your timeline for future innovation.

- New categories
- New fabrics and finishes
- New ergonomics
- New safety features
- New performance enhancement
- Other

See our “Best of Neocon 2022” in Innovation Supporting Documents, [Attachment 2](#) for detailed information.



Innovation Supporting Documents



Best of NeoCon 2021

Big Talk

Product Description

The inviting, circular throne redefines the art of lounging. Designed to stand alone or grouped together – Big Talk offers a range of sophisticated pairings to accommodate a variety of interior spaces. When joined, the lounge chairs create a modular love seat in a beautiful, undulating spectrum of colorful bands. Snaking around in an intriguing arrangement of design, both the seat and backrest are shaped out of molded foam and are offered in a variety of different shades of velvet. Designed by furniture designer Adam Goodrum, the piece was inspired by textile swatches and the fanning blocks of color created when sampling.

Aesthetics & Innovation

Describe how this product makes an aesthetic contribution and adds to the beauty and comfort of any commercial interior. Does it possess innovative or unique qualities?

Love at first sight. Big Talk captivates hearts and commands attention. The round seat is accompanied by a round ring back - a flawlessly refined design concept that is simplistic yet stunningly beautiful. Available in two versions, where designers can select up to nine colors or two colors for a softer feel, Big Talk earns all of its bragging rights.

In addition to Big Talk's good looks, the lounge chair is exceptionally comfortable. When two chairs are paired together in an undulating spectrum of colorful bands, two occupants can lounge comfortably facing each other with an ample amount of personal space. Big Talk's beauty, versatility, and functionality paired with innovative design leave a lasting impression.

Contribution to the Built Environment & Solution

Explain the product's unique contribution to the built environment and where it is most likely to be specified. What problem does it solve? How is it better than existing solutions?

Big Talk is a signature piece that commands attention, designed to be production-friendly with a pre-determined selection of trendsetting hues. The lounge chair offers the look of a highly customized piece of furniture with the production efficiency of a standard run product. Big Talk provides a functional statement to all interior spaces.

Durability, Functionality & Quality

Address the product's quality standards, expected durability, and any performance warranty. Describe how it functions and how the product's functionality adds to its usefulness in commercial interiors.

SCANDINAVIAN SPACES

855.811.9676

info@scandinavianspaces.com

www.scandinavianspaces.com



Quality and materials matter for the sustainability of our future. At Scandinavian Spaces, we understand the environmental accountability we hold as furniture manufactures. Built to withstand the test of time, Big Talk is designed and manufactured with the highest quality standards in both material and production policies. The seat and backrest are shaped out of durable molded foam that retains its shape and meets strict environmental requirements. Big Talk's base, made from quality structural steel, provides a solid, long-lasting foundation.

Industry Certifications & Standards

- None currently.

Additional Industry Certifications & Standards

- None currently.

Environmental Sustainability

Does the product have a sustainable manufacturing process?

Does the product use recyclable or biodegradable components?

How does it make a positive environmental impact?

The entire production with all the sub-suppliers involved in the production of Big Talk is centered within 37 miles, leading to shorter transports. The seat and backrest are shaped out of durable molded foam, and all molded foam products have a minimum of manufacturing waste and are recycled as energy. The tubular insert is 100% recyclable. The high-quality materials and construction make the product have a long lifespan. It is also possible for a professional to reupholster the product even to extend its lifespan further.

Tinnef

Product Description

History makes its mark when recycling becomes design, and plastic waste gives a new lease of life in the form of a Tinnef table. It's a table that makes a statement in any room with rounded shapes that meet in an explosion of its original colors. The tabletop, made from 100% recycled plastic, is available at two different heights. With a pattern characterized by plastic bottles in a new guise, each table is a unique experience in environmental innovation. It's a table that's ready to show itself. Keen to tell its story with an eye to the future.

Aesthetics & Innovation

Describe how this product makes an aesthetic contribution and adds to the beauty and comfort of any commercial interior. Does it possess innovative or unique qualities?

Saving the oceans one table at a time. Tinnef creates a new life for plastic waste. The tabletop is made from 100% recycled plastic and creates an exceptional experience in environmental innovation. The

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www.scandinavianspaces.com



multicolor table still bears marks of its past life, showcasing the history of a plastic bottle. Every table is one of a kind, a beautiful representation of recycling at its finest.

Contribution to the Built Environment & Solution

Explain the product's unique contribution to the built environment and where it is most likely to be specified. What problem does it solve? How is it better than existing solutions?

Tinnef, offered at two different heights and multiple different wood finishes, makes for an impeccably practical table in all spaces. The two different sized tables can harmoniously live together to provide dimension and add character. The multicolor top provides Tinnef its go anywhere and everywhere attributes. The story behind the table lends additional interest to interior spaces and invokes creative ideas for a more sustainable future.

Durability, Functionality & Quality

Address the product's quality standards, expected durability, and any performance warranty. Describe how it functions and how the product's functionality adds to its usefulness in commercial interiors.

As functional as it is sustainable, Tinnef lends the built environment the perfect side table. Quality is not compromised in the production of the recycled side table. At Scandinavian Spaces, we understand the environmental accountability we hold as furniture manufacturers. Built to achieve long-term sustainability, Tinnef is designed and manufactured with the highest quality standards in material and production policies.

Industry Certifications & Standards

- FSC Chain of Custody

Additional Industry Certifications & Standards

- Mobelfakta

Environmental Sustainability

Does the product have a sustainable manufacturing process?

Does the product use recyclable or biodegradable components?

How does it make a positive environmental impact?

The Tinnef tabletop is manufactured using recycled plastic materials to produce boards/sheets. The recycled material is called Kaleido. Kaleido is made from recycled PET plastic bottles that have been heated and pressed into boards/Sheets. The Tinnef tabletop is made of 100% recycled plastic (plastic bottles).



Woodwork

Product Description

Woodwork is both a desk and a meeting table. The design of the legs, with the rounded upper part that morphs into a square shape lower down, is an elegant ergonomic detail that ensures no one bangs their knees when they sit down or are moving around the table. The table exhibits the distinctive character of wood and has been developed for a modern, activity-based office environment – hence the name Woodwork. Woodwork is also available as a pedestal table in dining, counter, or bar height with a rectangular, square, and round tabletop. Tabletop, pedestal, and footplate are detachable, so it is easy to freshen them up after many years of faithful service.

Aesthetics & Innovation

Describe how this product makes an aesthetic contribution and adds to the beauty and comfort of any commercial interior. Does it possess innovative or unique qualities?

Woodwork seamlessly merges the desk and meeting table. The large shared surface designed for both work and socializing creates a harmonious balance for the all-day workflow. Woodwork table comes with a rectangular top of blockboard veneered and in a choice of two heights. The underframe and legs are in solid wood with adjustment screws on the feet. Various power outlets are available as optional extras.

All Woodwork tables have a top veneered in oak, ash, standard stains on ash, and white glazed oak or ash. The top is also available in laminate (white, black, oak, birch, ash) and black desktop. Clear lacquered surface finish.

Contribution to the Built Environment & Solution

Explain the product's unique contribution to the built environment and where it is most likely to be specified. What problem does it solve? How is it better than existing solutions?

Woodwork is carefully designed to bring people together to work side by side effortlessly. The table exhibits the distinctive character of wood and has been developed for a modern, activity-based office environment – hence the name Woodwork.

Durability, Functionality & Quality

Address the product's quality standards, expected durability, and any performance warranty. Describe how it functions and how the product's functionality adds to its usefulness in commercial interiors.

Quality and materials matter for the sustainability of our future. At Scandinavian Spaces, we understand the environmental accountability as furniture manufacturers to provide quality, functional furniture that lasts a lifetime. Woodwork is designed for longevity and manufactured with the highest quality standards in both material and production policies.

Industry Certifications & Standards

SCANDINAVIAN SPACES

855.811.9676

info@scandinavianspaces.com

www.scandinavianspaces.com



- None currently.

Additional Industry Certifications & Standards

- None currently.

Environmental Sustainability

Does the product have a sustainable manufacturing process?

Does the product use recyclable or biodegradable components?

How does it make a positive environmental impact?

Woodwork is handmade in Huskvarna, Sweden. All energy used for cutting, grinding, and veneering (the only operations by machine) comes from solar panels. The Woodwork pedestal model consists of a pillar in solid wood with a steel core that rests on a steel plate made out of recycled steel. All wood binds carbon dioxide. Using wood in furniture that lasts for several years is highly environmental.



BEST OF NEOCON 2022

YARN

Product Description

Yarn entangles nature and design. Designed from the heart and crafted by the hand, the guest and dining chair brings humanity back into furniture. Environmental impact and sustainability were central to the materials used to create Yarn. The mod physique and minimalist frame highlight the intricate, hand-braided chair back detail crafted from hemp strings. The padded upholstered seat and back cushions appear as if they are floating when paired with Yarn's recycled steel frame.

Aesthetics & Innovation

Describe how this product makes an aesthetic contribution and adds to the beauty and comfort of any commercial interior. Does it possess innovative or unique qualities?

Fascinated with geometry and inspired by relief patterns, furniture designer Mia Cullin held equal value to materials, construction, and innovation when developing Yarn. A true work of functional art, Yarn's hand-braided hemp detailing attached to the chair back provide an illusion that the back is floating. Designed with no concealed truths, Yarn portrays the power of natural material and the future of design.

Yarn is a unique armchair developed and designed in an experimental collaborative project called "The Kinship Method." Designer Mia Cullin, together with four other designers from three different generations, participated in the project set out to create design methods that broke norms in patterns, structures, and outcomes. The goal was to create a new approach to the developmental process of furniture design. Yarn is a result of the project. The artfully minimalist armchair has become a beacon of hope for the world of interiors regarding environmentally friendly furniture and sustainability.

Built Environment Solution, Durability, Functionality & Quality

Explain the product's unique contribution to the built environment and where it is most likely to be specified. What problem does it solve? How is it better than existing solutions? Address the product's quality standards, expected durability, and any performance warranty.

Yarn's design elevates the conversation about furniture design's impact on the environment. The natural and recycled materials chosen to create Yarn maximize the lifespan and quality of the product. The recycled steel frame is offered in stylish hues such as dusty pink, mustard yellow, rusty red, forest green, blue-gray, and a sophisticated assortment of elegant neutrals. The armchair makes an excellent addition when environmentally friendly furniture is required, and its enhanced beauty shines through by design. Suitable for the sophisticated office, mod lounge, or trendsetting restaurant, Yarn's unique sense of style belongs everywhere and anywhere.

Industry Certifications & Standards

What industry certifications or standards does the product hold or meet?

- FSC Chain of Custody

Additional Industry Certifications & Standards

Please provide any additional industry certifications and standards the product may have that are not listed with the previous question:

Seat frame made of FSC®-labeled wood.

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info@scandinavianspaces.com
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Yarn is tested according to EN 16139 label 1.

Environmental Sustainability

Does the product have a sustainable manufacturing process? Does the product use recyclable or biodegradable components? How does it make a positive environmental impact? Does it qualify for industry environmental certifications, standards, or labels, other than those indicated in the previous question? Please list all that apply.

All aspects of the manufacturing of Yarn have been carefully addressed regarding sustainability and design. Yarn's steel frame is built from recycled steel. The birch plywood within the seat comes from responsibly managed forestry practices that are FSC certified. The upholstered seat and back cushions are padded with a layer of hairlock – 60% horsehair and 40% natural latex - and a layer of needle felt, felted from 100% Swedish sheep wool. Natural hemp material is used for the back detailing of Yarn. Hemp is one of the most sustainable fibers in the modern world due to its strength and durability paired with low energy requirements and biodegradable attributes.

SPINO

Product Description

Optimize space with the modern spirit of Spino - the modular sofa system that is fluid in form and artful in function. Edginess with a modern flair, the slender curved angles of Spino effortlessly balance comfort and sophistication. The range of configurations paired with the style of the sofa system is what makes it so remarkable. Creating a work of art, furniture designer Stefan Borselius has mastered his craft with Spino.

Aesthetics & Innovation

Describe how this product makes an aesthetic contribution and adds to the beauty and comfort of any commercial interior. Does it possess innovative or unique qualities?

The sofa system can take an extraordinary turn with the launch of the 90-degree modules – creating a system truly capable of anything. The slimmer curve equates to new possibilities for multidirectional seating solutions. Back-to-back. Eye to eye. Circle Spino all the way around. Stand alone, group together, wind across a room and back again. What makes Spino so unique? It allows you to design uniquely.

Options consist of straight or curved modules with a narrow back, broad back, backless, with or without armrests, and can include a solid white laminate tabletop. The base comes standard in chrome, white, or black steel and offers a slender support foot for systems under nine modules.

Built Environment Solution, Durability, Functionality & Quality

Explain the product's unique contribution to the built environment and where it is most likely to be specified. What problem does it solve? How is it better than existing solutions? Address the product's quality standards, expected durability, and any performance warranty.

The system can graciously undulate across a hotel lobby with wide soft turns to become the backbone of a room. Spino also adheres to the challenges of compact spaces, with narrow corners and individual modules. Or, completely transform Spino to better suit the mod waiting room by lining the modules up straight. The possibilities are limitless with the modular sofa system designed for the creative.

SCANDINAVIAN SPACES

855.811.9676

info@scandinavianspaces.com

www.scandinavianspaces.com



Industry Certifications & Standards

What industry certifications or standards does the product hold or meet?

- FSC Chain of Custody

Additional Industry Certifications & Standards

Please provide any additional industry certifications and standards the product may have that are not listed with the previous question:

- Mobelfakta

Environmental Sustainability

Does the product have a sustainable manufacturing process? Does the product use recyclable or biodegradable components? How does it make a positive environmental impact? Does it qualify for industry environmental certifications, standards, or labels, other than those indicated in the previous question? Please list all that apply.

The materials and environmental impact of Spino hold equal value to the design. Spino is designed to last a lifetime and is manufactured with quality materials and solid construction. The plywood within the sofa system comes from responsibly managed forestry practices that are FSC certified. A percentage of Spino is constructed with post-consumer recycled content, and large parts of the system are recyclable. The product does not contain any red list chemicals, heavy metals, phthalates, or PVC. Spino is packaged and shipped with sustainable business practices connected with Sweden FTI regulations. All manufacturing details regarding the wellness of the environment are carefully considered with the production of Spino.

- Water-based glue with low VOC and formaldehyde
- Water-based lacquering with low VOC
- Only HR foam with no added chemicals for fire protection.
- Steel is general 20% recycled
- Wood is FSC
- Board material complies with the TSCA regulations.



Tab 10

Required Documents

Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a 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 and Offeror 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.

(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 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

(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.

(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
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(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.

(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

(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

(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 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

(I) 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 (I) 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:

- 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.
- 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.
- 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 all subrecipients shall certify and disclose accordingly.

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 § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 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.

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).

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. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

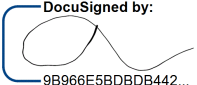
CERTIFICATION OF ACCESS TO RECORDS

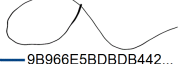
Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, 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. This right of access will last only as long as the records are retained.

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.

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

Offeror: Scandinavian Spaces
Address: 1000 East 6th Street, Suite B
City, State, Zip: Austin, TX 78702
Authorized Signature: 
Date: 7/11/2022

DocuSigned by:

9B966E5BDBB442...
7/11/2022

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	Scandinavian Spaces
Print Name	Thomas Jonsson
Address	1000 East 6th Street, Suite B
City, State, Zip	Austin, TX 78702
Authorized signature	 9B966E5BDBDB442...
Date	7/11/2022

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

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

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


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

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Date

DocuSigned by:

9B900E5BDBDB442...

7/11/2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, 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 bid, 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 bid 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 name	<u>Scandinavian Spaces</u>
Address	<u>1000 East 6th Street, Suite B</u>
City/State/Zip	<u>Austin, TX 78702</u>
Telephone No.	<u>(855) 811-9676</u>
Fax No.	<u></u>
Email address	<u>thomas@scandinavianspaces.com</u>
Printed name	<u>Thomas Jonsson</u>
Position with company	<u>Vice President - Sales & Marketing</u>
Authorized signature	<u></u> <small>DocuSigned by: 98900E58DBDB442...</small>

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)

implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8 , 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>