

Request for Proposal (RFP) for Furniture

Solicitation Number: 24-22

Publication Date: Tuesday, June 7th, 2022

Notice to Respondent:

Submittal Deadline: Thursday, July 21st, 2022 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 14th 2022. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Furniture for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Furniture, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified.

Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center

For
Furniture

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 24-22



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Furniture.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- ◆ Submission of Response
 - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
 - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
 - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
 - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
- ◆ Public Bid Opening
 - The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.
- ◆ Required Proposal Format
 - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).
- ◆ Tabs
 - Tab 1 – Master Agreement / Signature Form
 - Tab 2 – NCPA Administration Agreement
 - Tab 3 – Vendor Questionnaire
 - Tab 4 – Vendor Profile
 - Tab 5 – Products and Services / Scope
 - Tab 6 - References
 - Tab 7 - Pricing
 - Tab 8 – Value Added Products and Services
 - Tab 9 – Innovation
 - Tab 10 – Required Documents

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. SurfaceWorks will respond timely to all requests. No later than (1) working day. This is our normal procedure.
- ◆ 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

All deliveries are freight prepaid. Orders \$4500 List and below are subject to a \$175 Net Shipping and Handling. Orders over \$4500 List are F.O.B. destination. Current 7% surcharge applies.

◆ 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. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Price Increases
 - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
 - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

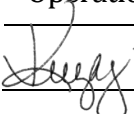
Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References and Experience (15 points)
 - A minimum of ten (10) public sector references for product and/or services of similar scope dating within past 3 years
 - Respondent Reputation in marketplace
 - Past Experience working with public sector.
 - Exhibited understanding of cooperative purchasing
- ◆ Value Added Products/Services Description, (10 points)
 - Additional Products/Services related to the scope of RFP
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service
- ◆ Innovation (10 points)
 - Past Innovation, how it affected sales
 - Future Innovation in the pipeline

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	SurfaceWorks
Address	7821 South 10th Street
City/State/Zip	Oak Creek, WI 53154
Telephone No.	414-570-2677
Fax No.	414-570-2676
Email address	kelly.ciezki@surfaceworks.us; contracts@surfaceworks.us
Printed name	Kelly Ciezki
Position with company	Operations / Contract Manager
Authorized signature	

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 SurfaceWorks (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-123, 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 (15th) 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.

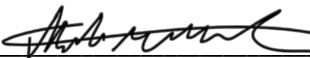
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- 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.

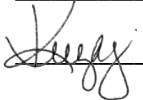
◆ General Provisions

- 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:

SurfaceWorks
Name: Kelly Ciezki
Title: Operations / Contract Manager
Address: 7821 S. 10th St.
Oak Creek, WI 53154
Signature: 
Date: 7/20/22

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	

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

N/A

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority**

and Women

Business Enterprise (MWBE) and (HUB) Participation

N/A

- 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. We are not a HUB, but 100's of our dealers are in the State of TX

- **Minority / Women Business Enterprise** Many of our dealer are M/WBE

- 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 Oak Creek, State of WI

◆ **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 3rd 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:

☐ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☒ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

- Sales Reports / Accounts Payable

Contact Person: Kelly Ciezki

Title: Operations / Contract Manager

Company: SurfaceWorks

Address: 7821 South 10th St.

City: Oak Creek

State: WI

Zip: 53154

Phone: 414-570-2677

Email: kelly.ciezki@surfaceworks.us

- Purchase Orders

Contact Person: Varies by State - Kelly Ciezki will distribute

Title: Operations / Contract Manager

Company: SurfaceWorks

Address: 7821 South 10th St.

City: Oak Creek State: WI Zip: 53154

Phone: 414-570-2677 Email: kelly.ciezki@surfaceworks.us

- Sales and Marketing

Contact Person: Kelly Ciezki

Title: Operations / Contract Manager

Company: SurfaceWorks

Address: 7821 South 10th St.

City: Oak Creek State: WI Zip: 53154

Phone: 414-570-2677 Email: kelly.ciezki@surfaceworks.us

- ◆ 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

Phone 414.570.2677 7821 S. 10th Street
Fax 414.570.2676 Oak Creek, WI 53154

BUILDING YOUR TABLES

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name. SurfaceWorks - dba of Bay View Industries, Inc.
- ◆ Brief history of your company, including the year it was established. S Corporation.
Yr establish 1946. Corporation 1/5/1955. Started as a linoleum flooring retail store and grew
became one of the 1st laminators in the country.
- ◆ Company's Dun & Bradstreet (D&B) number.
006121016
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
Kelly Ciezki, Estimating & Customer Service - main contacts. Behind the scenes - purchasing, manufacturing, shipping - see attached
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation. 25
 - List the names of key contacts at each with title, address, phone and e-mail address.
See attached.
- ◆ Define your standard terms of payment. Net 30. Anything outside discussed case x case
- ◆ Who is your competition in the marketplace? Mid Market furniture manufacturers. Main focus tables.
No real competitors on the tables / tops with Urethane. Best in the business

- ◆ What differentiates your company from competitors? Made in the USA, No order too small,
Our highly dedicated sales reps with over 60 years of industry experience, cost down measures enables keeping
our costs low, we focus not only on major markets, but also the smaller neglected markets, Custom products,
- ◆ Describe how your company will market this contract if awarded. Email blasts, social media, virtual,
tradeshows
- ◆ Describe how you intend to introduce NCPA to your company. Email blasts, social media, virtual training,
tradeshows - We have held the contract previously and is well known.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website. We have an online
catalog with ordering information. E-commerce is in the future - see table 4a
- ◆ Describe your company's Customer Service Department (hours of operation, number of service. See 4a

centers, etc.)

- ◆ 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.
 - See tab 4a Details and attached certificates
- ◆ Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy. Please see the attached SW Affirmative Action Statement
- ◆ 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. Attached are Green Certificates

CORPORATE OFFICE LOCATION

SURFACEWORKS
7821 South 10th Street
Oak Creek, WI 53154
Phone: (414) 570-2677
Fax: (414) 570-2676
www.surfaceworks.us

SALES & SERVICE REPRESENTATIVES *Please see attached map*

- 22 Sales groups comprised of 95+ Sales Representatives.
- The sales representatives work with over 1,800 dealers/installers nationwide.
- Sales Representative assign Dealers based on end-user location
- Find a Sales Representative: <https://www.surfaceworks.us/Find-A-Rep>

B3W

12015 Mora Drive Ste 1
Santa Fe Springs, CA 90670
Phone: 562-903-7090
Email & Rep Contact Name: Assigned based on location. Please call number above for more information.
Servicing: Northern CA, NV (except Las Vegas)
Sales Representatives: (5) working with 100's of dealers and installers
Website: <https://b3w.com/>

CFS Group

4420 SW Lincolnshire Rd.
Topeka, KS 66610
Phone: 913-515-8485
Servicing: Kansas, Nebraska, Missouri, Iowa, Southern Illinois
Email & Rep Contact Name: Assigned based on location. Please call number above for more information.
Sales Representatives: (5) working with 100's of dealers and installers
<https://www.cfsreps.com/>

Cronan & Associates

3205 State St.
Dallas, TX 75204
Phone: 214-752-3746
Email & Rep Contact Name: Assigned based on location. Please call number above for more information.
Servicing: Texas, Louisiana, Mississippi, Arkansas, Oklahoma
Sales Representatives: (17) working with 100's of dealers and installers
<http://www.cronanassoc.com/>

Design Sales Associates

225 LaGrange Street

West Roxbury, MA 02132

Phone: 617-325-6271

Email: canon225@aol.com

Contact: John Canon

Servicing: Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut

Dealers/Installers - working with 100's of dealers and installers

Edgewater Contract

1 Serena ct.

Newport Beach, CA 92663

Phone: 949-278-1971

Email & Rep Contact Name: Assigned based on location. Please call number above for more information.

Servicing: Southern CA

Sales Representatives: (4) working with 100's of dealers and installers

<https://edgewatercontract.com/>**Eisaman Contract Associates**

4063 Liberty Ave.

Pittsburgh, PA 15224

Phone: 412-246-4715

Email & Rep Contact Name: Assigned based on location. Please call number above for more information.

Servicing: West Virginia, Western Pennsylvania, New York, Northern New Jersey

Sales Representatives: (9) working with 100's of dealers and installers

<http://www.eisaman.com/>**Facility & Design Resources**

219 Belgian Dr.

Spring City, PA 19475

Phone: 610-640-0300

Email & Rep Contact Name: Assigned based on location. Please call number above for more information.

Servicing: Southern, Northern & Central Pennsylvania, Southern New Jersey, Delaware

Sales Representatives: (4) working with 100's of dealers and installers

<http://fdrpa.com/>**Form Space 7**

8641 N. Regent Rd.

Fox Point, WI 53217

Phone: 414-559-8965

Servicing: Wisconsin

<https://www.formspace7.com/>

Head Contract Solutions

1266 Silver Lake Dr.
Melbourne, FL 32940
Phone: 321-504-9663

Email & Rep Contact Name: Assigned based on location. Please call number above for more information.

Servicing: Florida

Sales Representatives: (6) working with 100's of dealers and installers

<https://headreps.com/>

McLain Group, Inc.

501 Office Center Dr. Ste. 1
Fort Washington, PA 19034
Phone: 215-653-0900

Email & Rep Contact Name: Assigned based on location. Please call number above for more information.

Servicing: Washington DC, Maryland, Virginia

Sales Representatives: (8) working with 100's of dealers and installers

<http://www.mclaingroupreps.com/>

MRG Southeast

854 Shore View Drive
Columbia, SC 29212
Phone: 803-600-4330

Email & Rep Contact Name: Assigned based on location. Please call number above for more information.

Servicing: Alabama, Georgia, North Carolina, South Carolina, Tennessee

Sales Representatives: (8) working with 100's of dealers and installers

<https://mrgse.com/>

Seibold Baker Associates

122 West Front Street
Perrysburgh, OH 43551
Phone: 419-874-1946

Email & Rep Contact Name: Assigned based on location. Please call number above for more information.

Servicing: Ohio, Indiana, Michigan, Kentucky

Sales Representatives: (8) working with 100's of dealers and installers

<https://www.seiboldbaker.com/>

Seibold Baker Illinois

222 Merchandise Mart, Ste 11-1
Chicago, IL 60654
Phone: 202-738-0015

Email & Rep Contact Name: Assigned based on location. Please call number above for more information.

Servicing: Northern Illinois

Sales Representatives: (2) working with 100's of dealers and installers

<https://www.seiboldbaker.com/>

Southwest Connections, LLC
11831 N. Copper Butte Dr.
Oro Valley, AZ 85737
Phone: 520-405-5080
Contact: Terry Du Bay
Email: terry@southwestconn.net
Servicing: Arizona, New Mexico, Las Vegas Nevada
Dealers/Installers - working with 100's of dealers and installers

The Work/Life Group
13392 W. 24th Place
Golden, CO 80401
Contact: Kristi Nelson
Phone: 720-398-1377
Email: kristi@theworklifegroup.com
Servicing: Colorado, Utah, Wyoming
Dealers/Installers - working with 100's of dealers and installers

V.P.I.
2611 Western Ave.
Seattle, WA 98121
Phone: 206-763-6601
Email & Rep Contact Name: Assigned based on location. Please call number above for more information.
Servicing: Oregon, Washington State, Montana, Idaho
Sales Representatives – (5) working with 100's of dealers and installers
<http://vpirep.com/>

W.D. Fredrickson Inc.
807 Broadway Street NE
Minneapolis, MN 55413-2332
Phone: 612-867-1579
Contact: Wayne Frederickson or Susan Lowry
Email & Rep Contact Name: Assigned based on location. Please call number above for more information.
Servicing: Minnesota, North Dakota, South Dakota, Superior WI
<http://www.wdfrep.com/>

HAWAII & THE PACIFIC RIM

K. Daniel Kelly Associates
2140 Kuhio Ave. 11th Floor
Honolulu, HI 96815
Phone: 623-466-4399
Email: kdkhawaii@gmail.com
Servicing: Hawaii, American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Marina Islands & U.S. Virgin Islands.
Sales Representatives: (1) working with 100's of dealers and installers
<http://www.kdkassoc.com/>

ALASKA

V.P.I.

2611 Western Ave.

Seattle, WA 98121

Phone: 206-763-6601

Email: trinaa@vpirep.com

Contact: Trina Adams

Servicing: Alaska

<http://vpirep.com/>

CANADA

GO2 Group

20 Isaac Shantz Dr.

Baden, ON N34 4L1

Phone: 519-498-2922

Servicing: South Western, North Central Ontario, Toronto & Ottawa Region. Please call number above for more information.

Sales Representatives: (3) working with 100's of dealers and installers

H2 Atlantic

250 Brownlow Ave., Ste 18 Burn

Dartmouth, NS B3B 1W9

Phone: 902-499-4211

Servicing: New Brunswick, Prince Edward Island & Nova Scotia, Canada. Please call number above for more information.

Sales Representatives: (2) working with 100's of dealers and installers

<http://h2atlantic.com/>

Infocus Corp. Environment

8841-216A Street

Langley, BC V1M 4C7

Phone: 604-520-0529

Servicing: Alberta, British Colombia & the Great Vancouver area, Saskatchewan, Manitoba Canada. Please call number above for more information.

Sales Representatives: (3) working with 100's of dealers and installers

<http://infocuscorp.ca/>

SurfaceWorks

7821 South 10th Street

Milwaukee, WI 53154

Phone: 513-702-4004

Contact: Craig Gustafson

Email: Craig.Gustafson@surfaceworks.us

Servicing: Quebec, W. Ontario Canada

www.surfaceworks.us

ELECTRONIC PRICE LISTS

Located under the Resources Section of our Website

<https://www.surfaceworks.us/Resources>

WARRANTY

https://www.surfaceworks.us/SurfaceWorks/media/SurfaceWorks/General Info/SW_GenInfo_Warranty.pdf

SHIPPING AND DELIVERY GUIDELINES

https://www.surfaceworks.us/SurfaceWorks/media/SurfaceWorks/General Info/SW_GenInfo_Shipping_Guidelines.pdf

ORDERING INFORMATION

https://www.surfaceworks.us/SurfaceWorks/media/SurfaceWorks/General Info/SW_GenInfo_Ordering_Information.pdf

BROWSE PRODUCTS – VALUE ADDED

Market: Corporate, K-12, Higher Ed, Healthcare, Senior Living, Cafeteria

Infinite Options: Make it your own (size, shape, laminate, edge)

<https://www.surfaceworks.us/Products#ProductsList>

Click on Image to locate:

- Product brochures
- Cut Sheets
- Spec Sheets
- Pricing – brings you directly to the product page in the catalog
- CAD blocks (if available)
- Scroll down to bottom for product
- images. Red arrow in right hand corner allows for easy image download.



PRODUCT CATEGORIES

- Tables – Conference, Media, Training, Commons, Performance, Hospitality, Activity and Height Adjustable.
- Other Products: Lecterns, Help Desks, Personal side tables, Trellis, Casegoods, Bookshelf, Connection Carts, Media Cabinet and our offerings are continually growing.

- Quick Ship Program
- <https://www.surfaceworks.us/product/QuickShip>
 - 6 tables
 - 6 finishes
 - 10 day lead-time



BROWSE EDGE PROFILES

<https://www.surfaceworks.us/Edges>

- Urethane – UNIQUE offering. One of the few manufacturers in the U.S. and one of the best!
 - Purwood – Urethane edging using a woodgrain mold
 - Purtech – Urethane edging using a Smooth mold
 - Hello Urethane Brochure: https://www.surfaceworks.us/product/Global_Edge_Urethane
- Wood – Large assortment of options
- Postform Edges
- Edgeband (ABS & PVC)
- Vinyl T-Edge



BROWSE FINISHES

<https://www.surfaceworks.us/Finishes>

- Surface Finishes (Group 1)
- Base Colors
- Edge Colors
 - Urethane – Wood – Postforms – Edgeband – Vinyl T-Edge
- Custom Digital Laminate
 - Brochure: <https://www.surfaceworks.us/product/DigitalLaminateF>
 - Social Media Video: https://www.surfaceworks.us/surfaceworks/media/surfaceworks/videos/SW_urethane_Edge_reel.mp4

LEAD-TIMES

All products are custom made to order. Lead-times will be included on all quotes and re-confirmed once order is placed. Lead-times varies by product. 3-8 weeks. If there should be a delay, we will notify the customer in advance and also the reason for the delay. If there is a delay, a partial shipment will be discussed and shipped at no additional cost to the customer.

MARKETING / TRAINING

Our website is packed with all the information anyone could need. Whether it's an designer, architect or dealer looking for a specific product or someone working on a bid that is looking for specific information – we have it all. Upon request, we can also hold virtual training sessions with MicroSoft Teams. <https://www.surfaceworks.us/Resources>

- Price Lists

- Corporate Capabilities
- Education Solutions
- Material & Design Options
- Environmental Information
- Care & Cleaning
- General Information
 - Company Contact Sheet
 - Ordering Information
 - Warranty
 - Claims Request
 - Shipping & Delivery Guidelines
- Videos

MARKETING / PROMOTION OF CONTRACT

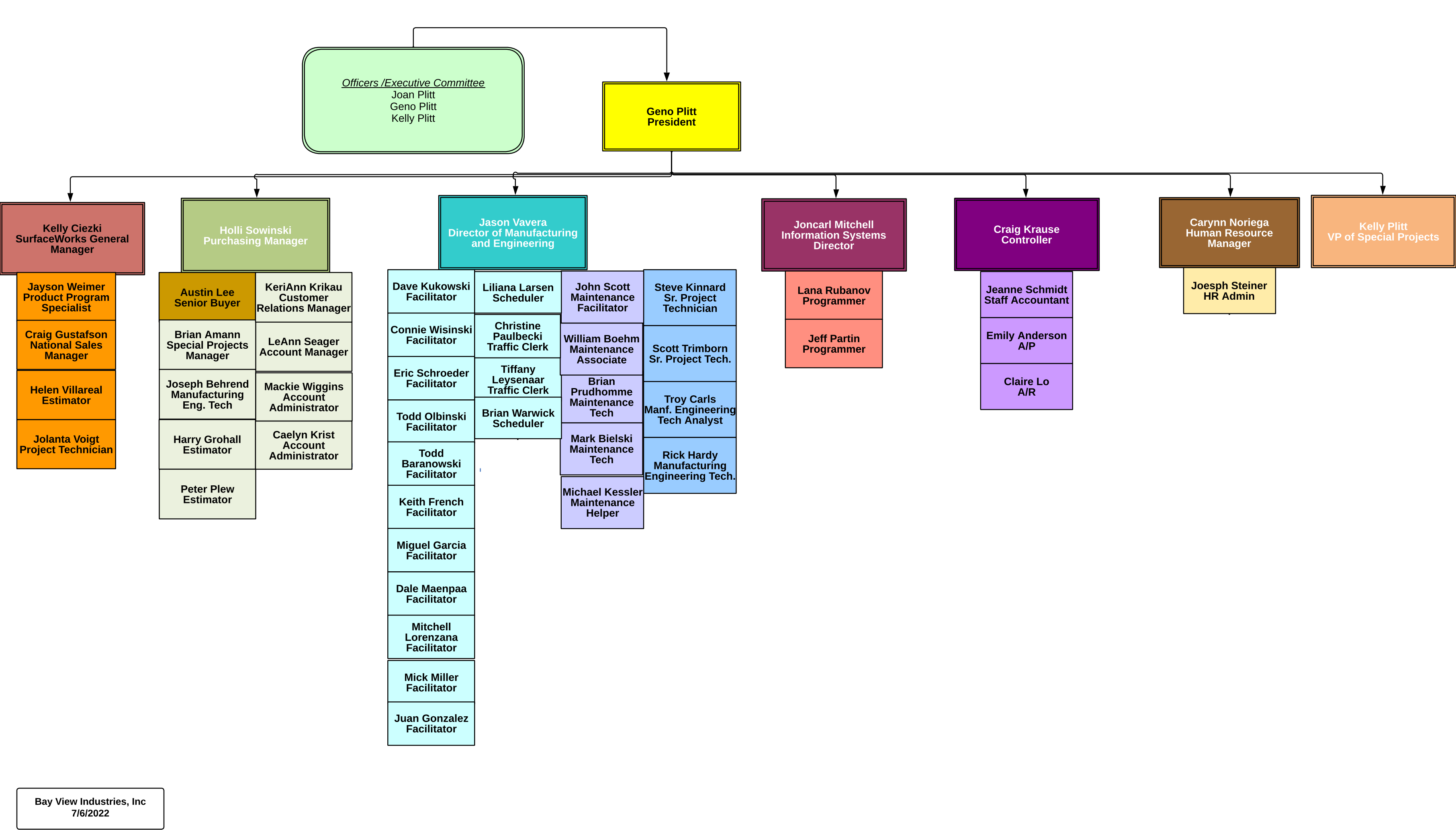
- Contract available online under Resource <https://www.surfaceworks.us/Resources>
- Promoted to our Sales Reps covering the U.S, Canada, Alaska & Hawaii who in turn work with over 1,000 dealers, architects and designers.
- Tradeshow attendance – NeoCon & EdSpaces
- Member lists are sent to our reps who in turn send out email blasts to their contact list
- Word of mouth
- Internal sales & customer service promote when someone is looking for a contract.
- Social Media – Instagram, Facebook, LinkedIn

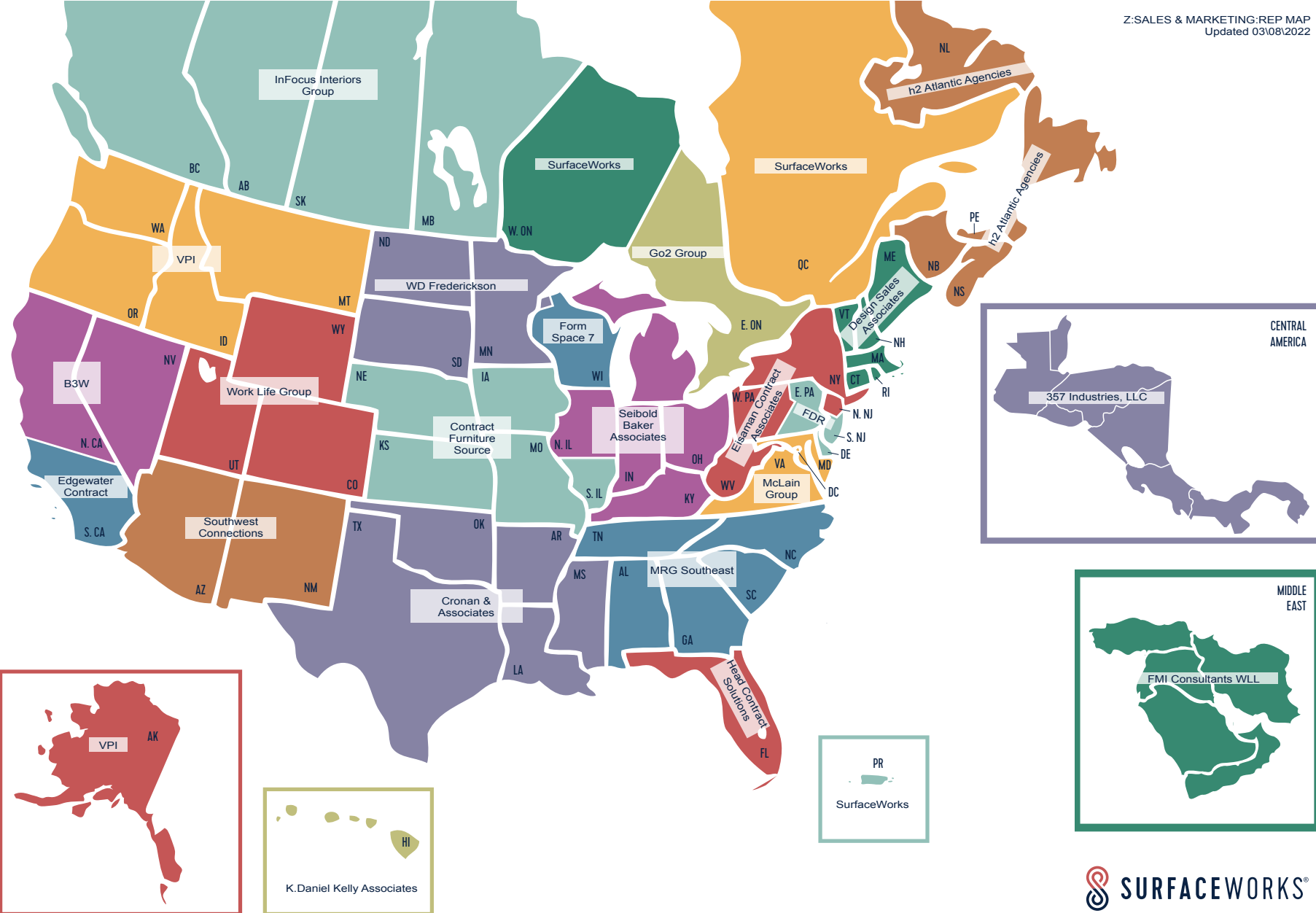
CUSTOMER SERVICE

We have a dedicated team of customer service representatives with over 25 years of combined experience. The customer service team is split by territory – meaning you will have the same contact. https://www.surfaceworks.us/SurfaceWorks/media/SurfaceWorks/General Info/SW_GenInfo_Contract_Sheet.pdf

Responsibilities:

- 8am-4:30 pm M-F in person
- 1st point of contact for quote requests
 - Our goal is to turnaround quotes in 48 hours or less
- Order entry
- Acknowledgements
- Lead-time follow-up
- Change requests
- Freight / damage claims
- Order tracking available on our website via login.
 - Provides progress of order
 - Tracking information available





SurfaceWorks® is a leader in environmental stewardship, striving for sustainability in our products and manufacturing processes. It is our resolve to develop products that lessen the impact on the environment through the use of new technology and alternative materials. This policy is extended to suppliers of materials that may be used in the manufacture or construction of our products. The following specification highlights the materials used in the construction of our work surfaces and table tops.

SUBSTRATE MATERIAL:**Standard Particleboard**

- M3 industrial grade 47 lb. density particleboard
- 100% pre-consumer recycled wood fiber particleboard. Particleboard is at least 90% wood fiber by weight
- Forest Stewardship Council® (FSC®) Optional Mix available
- Meets the United States Environmental Protection Agency (EPA) Toxic Substance Control Act (TSCA) Title VI for emission limits.

No Added Urea-Formaldehyde (NAUF) Particleboard

- M3 industrial grade 47 lb. density particleboard
- 100% pre-consumer recycled wood fiber particleboard. Particleboard is at least 90% wood fiber by weight
- Forest Stewardship Council (FSC) Optional Mix available
- Meets the United States Environmental Protection Agency (EPA) Toxic Substance Control Act (TSCA) Title VI for emission limits.
- No added urea-formaldehyde (NAUF)
- Eco-Certified Composite (ECC) Certified by the Composite Panel Association (CPA)

SURFACE MATERIAL:**High Pressure Laminate (HPL):**

- Group 1 Laminate is GREENGUARD Indoor Air Quality Certified® and GREENGUARD Gold Certified® (formerly known as Greenguard Children and Schools)
- Wilsonart, Formica, Nevamar and Pionite laminates are GREENGUARD Indoor Air Quality Certified® and GREENGUARD Gold Certified®
- Arborite laminates are GREENGUARD Indoor Air Quality Certified®

Marmoleum®, Linoleum, manufactured by Forbo Linoleum:

- Allergen free, non-petroleum based, biodegradable material
- Manufactured from 33% rapidly renewable resources including linseed oil, limestone, cork flour, rosin, jute and organic pigments
- Pre-consumer recycled content of 45% by weight
- Natural anti-bacterial and anti-static properties
- Self-healing capabilities for small scratches and minor cuts
- Color runs throughout the entire thickness (.125") of the product giving both depth of color and enhanced durability
- Burn and scuff resistant
- Sustainable Materials Rating Technology (SMART) certified

ADHESIVE:

- Water based adhesive
- Low VOC emissions
- Does not contain urea-formaldehyde
- Laminate adhesive is GREENGUARD Indoor Air Quality Certified®

EDGE MATERIAL:***Bamboo Edge:* Natural material available in a variety of edge profiles**

- Bamboo is a rapidly renewable resource
- Bamboo can be sustainably harvested and replenished with virtually no negative impact to the environment.
- Natural Bamboo has a hardness equivalent to Northern hard maple.

***Wood Edge:* Natural wood edging available in a variety of edge profiles**

- Wood is a biodegradable, renewable resource
- Forest Stewardship Council (FSC) Certified Lumber is available for use on wood edges (optional)

***ABS Plastic Edge:* 2mm ABS plastic edges are available in an array of standard colors**

- ABS is a recyclable plastic, unlike PVC material
- Chlorine-free polymer can be incinerated
- Anti-static properties will not collect dust

***Urethane Edge:* PURTech™ or PURWood® urethane edges**

- Urethane is comprised of approximately 65% refined vegetable oil by weight. Vegetable oil is a rapidly renewable, natural material
- Urethane edged surfaces are extremely durable and have a longer lifespan than surfaces made from other materials

SurfaceWorks products made with these materials can potentially contribute to achieving Leadership in Energy and Environmental Design (LEED™) credits. For Information regarding LEED™ see www.usgbc.org

ROHS STATEMENT OF CONFORMANCE

Dear Valued Customers,

SurfaceWorks® is committed to full compliance with the European Parliament Directive 2002/95/ EC, Restriction of Hazardous Substances (RoHS) across our entire product line. The Directive prohibits the following RoHS from exceeding the maximum concentrations of:

- Cadmium (Cd): 100 ppm
- Mercury (Hg): 1000 ppm
- Lead (Pb): 1000 ppm
- Polybrominated Biphenyls (PBB): 1000 ppm
- Polybrominated Diphenyl Ethers (PBDE): 1000 ppm
- Hexavalent Chromium (CrVI): 1000 ppm

Therefore, to the best of our knowledge, SurfaceWorks products do not contain any of the above substances that exceed the RoHS maximum concentrations.

The statement made in this letter does not extend to any item added post production to SurfaceWorks products by any other manufacturer, person, or user or any products subjected to unintended contamination, misuse, neglect or accident.



Rance Frankum
Quality Supervisor
Rance.frankum@surfaceworks.us
414-764-2120 x493

RE: EPA Toxic Substance Control Act (TSCA) Title VI Compliance

3/20/19

Dear Valued Customer:

The EPA established TSCA Title VI, Formaldehyde Standards for Composite Wood Products, in order to reduce the exposure of humans to formaldehyde gas across the United States. These standards are consistent with the requirements and emission levels that were already in place by the California Air Resource Board's (CARB) Airborne Toxic Control Measure Phase 2 for products that were sold in California. Essentially, the EPA took the CARB Phase 2 legislation to a national level.

Products manufactured by SurfaceWorks are in compliance with the existing CARB Phase 2 requirements. Thus, the products SurfaceWorks provides today are also compliant with the new EPA TSCA Title VI regulations.

Our commitment to providing safe and high quality products begins with our suppliers of particleboard and medium density fiberboard (MDF). These products are Third Party Certified by the Composite Panel Association (CPA) to be in compliance with the EPA TSCA Title VI requirements. In addition, we work with top laminate manufacturers who are Greenguard Certified for Indoor Air Quality. These standards ensure that you are purchasing a safe and quality product with low emissions.

Thank you for your business and best regards,



Scott Dykhuizen
FSC CoC Administrator
Quality Technician



U.S. GREEN BUILDING COUNCIL (USGBC) is a non-profit organization that certifies sustainable businesses, homes, hospitals, schools, and neighborhoods. USGBC is dedicated to expanding green building practices and education, and its LEED® (Leadership in Energy and Environmental Design) Green Building Rating System™.

The Leadership in Energy and Environmental Design (LEED) Green Building Rating System is a voluntary, consensus-based national rating system for developing high-performance, sustainable buildings. LEED addresses all building types and emphasizes state-of-the-art strategies in five areas: sustainable site development, water savings, energy efficiency, materials and resources selection, and indoor environmental quality.

SurfaceWorks has been a member of the USGBC since 2007; our products can help earn LEED points. For more information on The U.S. Green Building Council or the LEED rating system please visit www.usgbc.org.



The mark of
responsible forestry

FOREST STEWARDSHIP COUNCIL® (FSC®) is an independent, non-governmental, not of the world's forests. It provides standard setting, trademark assurance and accreditation services for companies and organizations interested in responsible forestry. Products carrying the FSC label are independently certified to assure consumers that they come from forests that are managed to meet the social, economic and ecological needs of present and future generations. FSC has offices in more than 45 countries.

SurfaceWorks is FSC Mix certified; our FSC License Code is **FSC-C014142**. To download a copy of our chain of custody certificate, please [click here](#). This certificate covers the production of work surfaces using the percentage system. For more information on the Forest Stewardship Council please visit www.fsc.org



accomplishments in agricultural production, food processing and handling, forestry, fisheries, flowers and plants, energy, green building, consumer and business product manufacturing, and corporate social responsibility.

SCS GLOBAL SERVICES is global leader in independent certification of environmental, sustainability, food quality and food purity claims. Over two decades, SCS has developed internationally recognized standards and certification programs aimed at spurring the highest level of environmental improvements, social accountability and product performance. Its programs span a wide cross section of the economy, recognizing

SurfaceWorks has contracted SCS for third party verification in two certifications: **FSC® Chain of Custody certification and Indoor Advantage Gold certification**. For more information on SCS Global Services or their certification programs please visit www.scsglobalservices.com.



SCS INDOOR ADVANTAGE™ GOLD certification program was developed by SCS through an open and consensus-based process, and aligns with the health-based criteria of California 01350 (CDPH Standard Method v1.1). Certification applies to paints and coatings, adhesives and sealants, insulation, wall coverings, and other interior building material products.

SurfaceWorks products conform to following Indoor Advantage Gold test standards: CA 01350 Open Plan, ANSI/BIFMA e3 7.6.2 Open Plan, ANSI/BIFMA e3 7.6.2 Private Office, ANSI/BIFMA e3 7.6.3 Open Plan, ANSI/BIFMA e3 7.6.3 Private Office.

Our Indoor Advantage™ Gold certificate number is **SCS-IAQ-02194**. To download a copy of our certificate, please [click here](#). For more information on Indoor Advantage Gold please visit www.scsglobalservices.com.



COMPOSITE PANEL ASSOCIATION (CPA) represents the North American composite panel industry on technical, regulatory, quality assurance and product acceptance issues. CPA General Members include 40 of the leading manufacturers of particleboard, medium density fiberboard and hardboard. CPA's 200 members worldwide are committed to product advancement and industry competitiveness. As an accredited standards developer, CPA writes and publishes industry product standards. It also participates in the standards development work of ANSI, ASTM and others, sponsors product acceptance activities and works with government agencies and model building code bodies. CPA also conducts product testing and third-party certification programs, offering the first ANSI accredited Environmentally Preferable Product (EPP) certification program.



ECO-CERTIFIED COMPOSITE (ECC), as defined by Federal Executive Order 13101, are "products and services (that) have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose." Furthermore, various states have adopted policies promoting sustainability to "reduce adverse impacts on natural habitats and species." CPA has adopted a voluntary Environmentally Preferable Product Specification (EPPS) to promote the fulfillment of these goals.

The Composite Panel Association (CPA) Eco-Certified Composite (ECC) Grademark Program has been developed to provide independent certification of wood composite products that are demonstrably environmentally preferable through their use of recycled and/or recovered wood fiber and adherence to voluntarily lower formaldehyde emission standards than government regulations. The Program includes requirements for initial qualification for product certification, plant quality control procedures and periodic inspections by CPA - all designed to reasonably assure that certified composite panel products meet the Program's specifications.

All products produced by SurfaceWorks are **ECC Downstream Certified**. This means that SurfaceWorks has demonstrated their environmental commitment by purchasing at least 95% CPA ECC certified composite wood products for use in our products. For more information on the Composite Panel Association or the Environmentally Preferable Products Program please visit <http://www.pbmdf.com>.



THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) TOXIC SUBSTANCE CONTROL ACT (TSCA) TITLE VI governs emission standards for composite wood products. This legislation was put in place in order to reduce the exposure of humans to formaldehyde gas. The requirements and emission levels set forth by the EPA are in line with the California Air Resource Board's Airborne Toxic Control Measure (CARB) Phase 2.

Products covered by this legislation include hardwood plywood, medium-density fiberboard, particleboard—as well as household and other finished goods containing these products such as furniture.

SurfaceWorks understands the importance of low formaldehyde emissions; for that reason all of the products produced by SurfaceWorks are compliant with EPA TSCA Title VI regulations. To download a copy of our TSCA compliance letter, please [click here](#).

For more information on the EPA Toxic Substance Control Act Title VI legislation please visit <https://www.epa.gov/formaldehyde/formaldehyde-emission-standards-composite-wood-products>



RESTRICTION OF HAZARDOUS SUBSTANCES (ROHS2) European Parliament Directive 2011/65/EU prohibits the maximum concentrations of the following Hazardous Substances: Mercury (Hg): 100 ppm Cadmium (Cd): 100 ppm Lead (Pb): 1000 ppm Polybrominated Biphenyls (PBB): 1000 ppm Polybrominated Diphenyl Ethers (PBDE): 1000 ppm Hexavalent Chromium (CrVI): 1000 ppm Bis (2-Ethylhexyl) phthalate (DEHP): 1000 ppm Benzyl butyl phthalate (BBP): 1000 ppm Dibutyl phthalate (DBP): 1000 ppm Diisobutyl phthalate (DIBP): 1000 ppm

All products sold by SurfaceWorks are in full compliance with RoHS. To download a copy of our RoHS compliance letter, please [click here](#). For more information on Restriction of Hazardous Substances please visit <http://www.rohs.eu>.

CALIFORNIA PROPOSITION 65 STATEMENT OF CONFORMANCE

Dear Valued Customers,

This letter is to inform SurfaceWorks® customers that, based on our knowledge and belief, product testing and comparison with professional safe harbor assessments, products produced by SurfaceWorks® do not represent exposure potential at or above safe harbor levels currently listed on California's Safe Drinking Water & Toxic Enforcement Act of 1986, commonly known as Proposition 65. This statement is effective as of date of issuance and is subject to change as new information becomes available and/or new chemicals are added California's Proposition 65 chemical listing.

Proposition 65 (Prop 65), establishes a list of chemicals which the state of California's risk assessment process has determined to present a risk of cancer, birth defects or other reproductive harm. The Proposition 65 chemical list can be found at:

<https://oehha.ca.gov/proposition-65/proposition-65-list>



Rance Frankum
Quality Supervisor
Rance.frankum@surfaceworks.us
414-764-2120 x493



Phone 414.570.2677 7821 S. 10th Street
Fax 414.570.2676 Oak Creek, WI 53154

BUILDING YOUR TABLES

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT AND AFFIRMATIVE ACTION STATEMENT

It is the policy of **Bay View Industries, Inc. dba SurfaceWorks** to provide for and promote equal employment opportunity in employment compensation and other terms and conditions of employment without discrimination based on age, race, creed, color, national origin, gender, sexual orientation, disability, marital status, Vietnam Era Veteran status, genetic predisposition, or carrier status.

Bay View Industries, Inc. dba SurfaceWorks is committed to assuring equal employment opportunity and equal access to services, programs and activities for individuals with disabilities. It is the policy of **Bay View Industries, Inc. dba SurfaceWorks** to provide reasonable accommodation to a qualified individual with a disability to enable such individual to perform the essential functions of the position for which he/she is applying or in which he/she is employed.

Further, it is the policy of **Bay View Industries, Inc. dba SurfaceWorks** to provide reasonable accommodation for religious observers. The policy applies to all employment practices and actions. It includes, but is not limited to, recruitment, job application process, examination and testing, hiring, training, disciplinary actions, rate of pay or other compensation, advancement, classification, transfer, reassignment and promotions.

Bay View Industries, Inc. dba SurfaceWorks shall comply with state regulations and federal laws relating to equal employment opportunities. We do not have an affirmative action plan at this time.

Bay View Industries, Inc. dba SurfaceWorks designated person for issues concerning Equal Employment Opportunity is Carynn Norega, Human Resource Manager, Phone 414.764.2120 ext. 297 email carynn.norega@bayviewindustries.com

Carynn Norega Human Resource Manager

Name

Title

 3/20/2022
Signature

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

SurfaceWorks

7821 S. 10th Street, Oak Creek, WI, United States

For the following product(s):

Tables (assembled with the listed material options):

Surface Materials: High Pressure Laminate, Linoleum

Substrate: NAF Particleboard, NAUF Particleboard, ULEF Particleboard

Edging: ABS, PVC, Urethane, Laminate Post Form, Laminate Self Edge, Wood

Backer: Phenolic, Polyback

Table Bases: Metal



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

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.1

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2021) and ANSI/BIFMA e3-2019 (Credits 7.6.2, 7.6.3) for the open plan and private office workstation parameters¹. Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan parameters¹.

¹Modeled as Individual Furniture Components

Registration # SCS-IAQ-02194

Valid from: July 1, 2022 to June 30, 2023



Stanley Mathuram, PE, Executive Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

SCS Global Services does hereby certify that an independent audit has been completed and conformity to the applicable standard(s) has been confirmed for:

SurfaceWorks

7821 S. 10th Street, Oak Creek, WI 53154, United States

This single-site certificate covers the production of work surfaces using the percentage system.

The facility(s) are hereby Chain of Custody certified to sell products as:

FSC Mix

The assessment has been conducted by SCS Global Services in accordance with the protocols of the Forest Stewardship Council® A.C. (FSC®).

FSC Standard: FSC-STD-40-004 V3-0; FSC-STD-50-001 V2-0

Certificate Code: SCS-COC-002227 Trademark License Code: FSC-C014142

Valid from: 3 March 2019 Expiry date: 2 March 2024

This certificate itself does not constitute evidence that a particular product supplied by the certificate holder is FSC-certified (or FSC Controlled Wood where applicable). Products offered, shipped or sold by the certificate holder can only be considered covered by the scope of this certificate when the required FSC claim is clearly stated on sales and delivery documents. The scope of this certificate is considered accurate on the date of issuance. The current validity and scope, including the full list of products, shall be verified on <http://info.fsc.org>. The certificate shall remain the property of SCS, and this certificate and all copies or reproductions of this certificate shall be returned to SCS immediately upon request.



The mark of
responsible forestry



SCSglobal
SERVICES

Sarah Harris, Managing Director
SCS Global Services

2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

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 See attached warranty covering below
 - 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.
- ◆ The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:
 - SurfaceWorks - manufacturer
 - Ancillary Furniture Products Yes
 - Audio / Visual Furniture Yes - Media Tables w/technology & Connection carts
 - Auditoriums and Theaters Yes - worksurfaces - customs available
 - Cafeteria Yes - hospitality
 - Classroom / Educational / Dormitory Yes - training and other
 - Conference or Breakroom / Training Yes
 - Healthcare / Medical / Therapy Practices Yes, Urethane is perfect
 - Highmark Corporate
 - Lactation Rooms and Furniture Pods Yes - various options
 - Library Yes, commons & performance table
 - Lighting No
 - Lounge / Reception Yes, performance table
 - Office Yes - various options - conference, performance, hospitality
 - Outdoor No
 - Science Lab Yes
 - Seating / Chairs No
 - Tables / Meeting Conference Room Yes
 - Work Stations Work surfaces for work stations

BROWSE PRODUCTS – VALUE ADDED

Market: Corporate, K-12, Higher Ed, Healthcare, Senior Living, Cafeteria

Infinite Options: Make it your own (size, shape, laminate, edge)

<https://www.surfaceworks.us/Products#ProductsList>

Click on Image to locate:

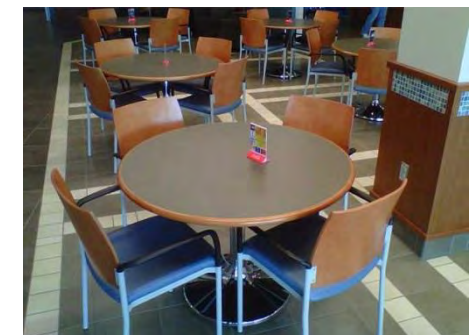
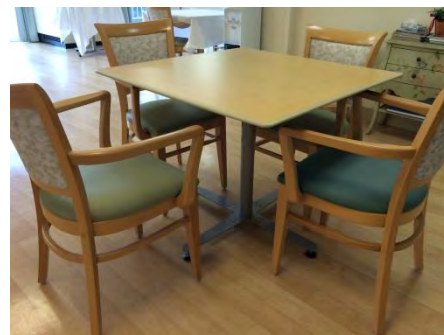
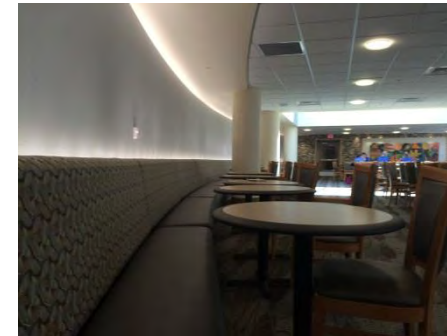
- Product brochures
- Cut Sheets
- Spec Sheets
- Pricing – brings you directly to the product page in the catalog
- CAD blocks (if available)
- Scroll down to bottom for product
- images. Red arrow in right hand corner allows for easy image download.

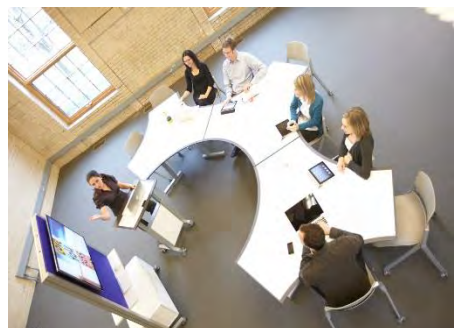
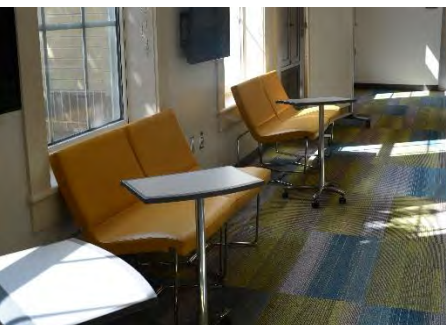
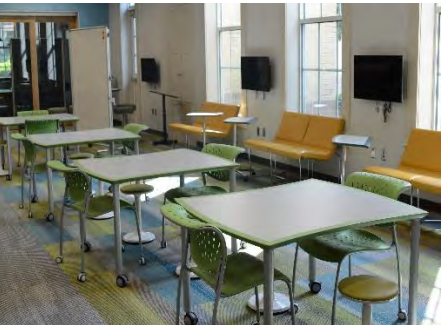


PRODUCT CATEGORIES

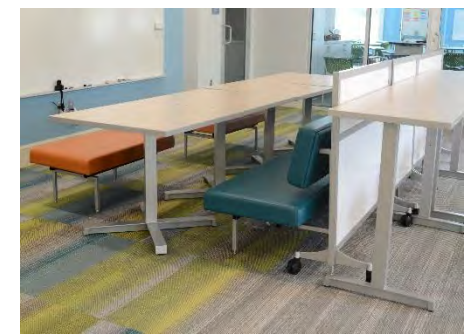
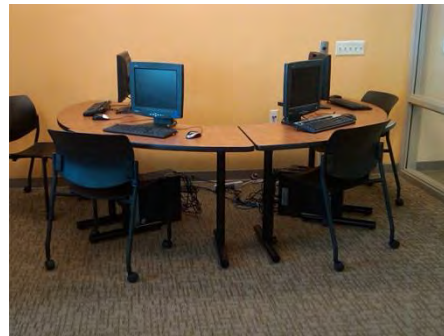
- Tables – Conference, Media, Training, Commons, Performance, Hospitality, Activity and Height Adjustable.
- Other Products: Lecterns, Help Desks, Personal side tables, Trellis, Casegoods, Bookshelf, Connection Carts, Media Cabinet and our offerings are continually growing.
- Quick Ship Program
- <https://www.surfaceworks.us/product/QuickShip>
 - 6 tables
 - 6 finishes
 - 10 day lead-time











WARRANTY

Material and workmanship of standard products are warranted for a period of twelve (12) years from date of original invoice. Wear items, including, but not limited to: glides, casters, locks, pneumatic cylinders, and drawer slides are warranted for a period of five (5) years. Electrical items not manufactured by SurfaceWorks are covered by the original manufacturers under their specified warranty.

This warranty excludes ordinary wear and tear. This warranty excludes non-standard product, including and not limited to, self-edge, non-standard bases, and custom-designed product which falls beyond the standard scope. SurfaceWorks products are intended for Indoor use only. Warranty will be void if products are used outdoors or in humid environments, i.e. a restroom. SurfaceWorks does not warranty height variants. Due to the inconsistent nature of cast iron, overall heights will vary.

SurfaceWorks retains the right to replace or repair at our option any products or parts thereof which are found defective in materials or workmanship. Warranty becomes invalid for products engineered by client whereas construction method, material specifications, or final product assembly adversely affects materials and/or workmanship. In no event shall liability under this warranty exceed the original purchase price. This warranty excludes products that exhibit abuse, improper or unusual use, or if product is subjected to caustic or abrasive cleaning agents. This warranty is invalid if the product is altered from its original condition, or if client performs additional processing on the product that results in any alteration from its original condition. This warranty is expressly made in lieu of any and all other warranties expressed or implied.

NON-OBSOLESCENCE STATEMENT

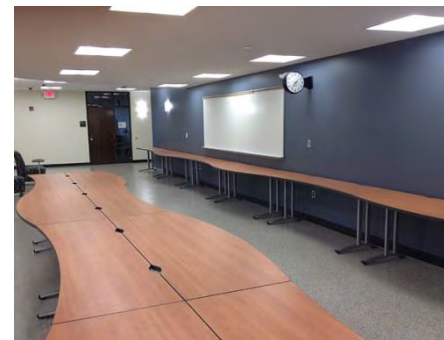
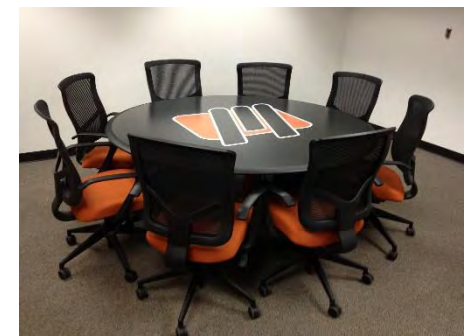
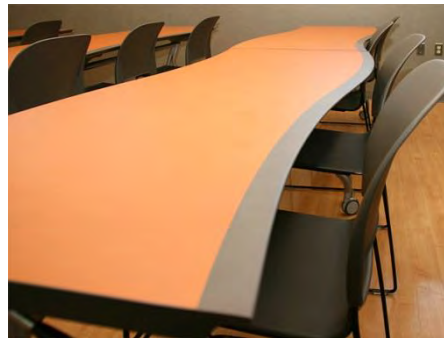
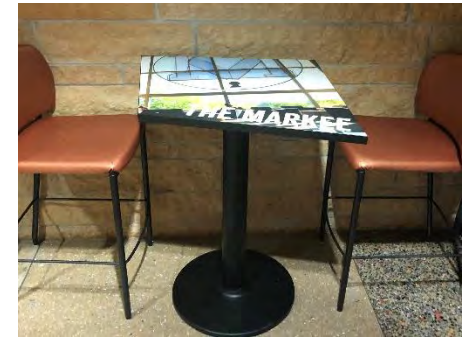
SurfaceWorks makes a good-faith effort to maintain product availability and functional congruence. SurfaceWorks commits to providing customers with products of comparable function and aesthetic appeal for the duration of our warranty period. Despite an effort to maintain full availability of our products, periodically components may become discontinued either by our suppliers or by our continuing commitment to produce state of the art products. This includes, but is not limited to, finishes, accessories, laminates and other functional components.

Products qualifying for replacement under our warranty program will be replaced with products of most similar function and aesthetics in the event that an identical product is no longer available, at the sole discretion of SurfaceWorks.

IZZY+ PRODUCT WARRANTY

Izzy+ products manufactured by SurfaceWorks after November 1st, 2018 are covered by the standard SurfaceWorks warranty above. Select izzy+ products including Clara, Dewey, Eli, Penny, Nemo and Audrey, manufactured by izzy+ prior to November 1st, 2018, are covered by their original izzy+ warranty and will be serviced by SurfaceWorks. All other izzy+ products, features, materials, custom products or modified products have not been acquired by SurfaceWorks and will not be serviced by SurfaceWorks—please contact JSJ/izzy+ for warranty info on these items.

Installation Gallery



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.

Below is a list of our value added products. As far as Region 14 ESC & NCPA – the products and categories are perfect. No addition or change requests from our perspective.

See attached Tab_8 SW Value Added Products

BROWSE PRODUCTS – VALUE ADDED

Below is a list of our value added products. As far as Region 14 ESC & NCPA – the products and categories are perfect. No addition or change requests from our perspective.

Market: Corporate, K-12, Higher Ed, Healthcare, Senior Living, Cafeteria

Infinite Options: Make it your own (size, shape, laminate, edge)

<https://www.surfaceworks.us/Products#ProductsList>

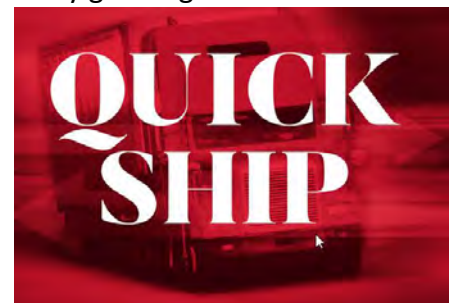
Click on Image to locate:

- Product brochures
- Cut Sheets
- Spec Sheets
- Pricing – brings you directly to the product page in the catalog
- CAD blocks (if available)
- Scroll down to bottom for product
- images. Red arrow in right hand corner allows for easy image download.



PRODUCT CATEGORIES

- Tables – Conference, Media, Training, Commons, Performance, Hospitality, Activity and Height Adjustable.
- Other Products: Lecterns, Help Desks, Personal side tables, Trellis, Casegoods, Bookshelf, Connection Carts, Media Cabinet and our offerings are continually growing.
- Quick Ship Program
- <https://www.surfaceworks.us/product/QuickShip>
 - 6 tables
 - 6 finishes
 - 10 day lead-time



BROWSE EDGE PROFILES

<https://www.surfaceworks.us/Edges>

- Urethane – UNIQUE offering. One of the few manufacturers in the U.S. and one of the best!
 - Purwood – Urethane edging using a woodgrain mold
 - Purtech – Urethane edging using a Smooth mold
 - Hello Urethane Brochure:

https://www.surfaceworks.us/product/Global_Edge_Urethane



- Wood – Large assortment of options
- Postform Edges
- Edgeband (ABS & PVC)
- Vinyl T-Edge

Phone 414.570.2677 7821 S. 10th Street
Fax 414.570.2676 Oak Creek, WI 53154

BUILDING YOUR TABLES

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
- ◆ Please outline your timeline for future innovation.
 - New categories
 - New fabrics and finishes
 - New ergonomics
 - New safety features
 - New performance enhancement
 - Other

INNOVATION

Past Innovation, how it affected sales

Customs – We do customs every day – don't see what you want, let us know and we will look into doing a custom. Qty 1 on up. No quantity is too small. Not all manufactures work w/small quantities giving us an advantage.

Urethane edging – past and present.

One of the very few manufactures in the United States that has this technology and does it well! This saves our customers money as the tables will hold up longer. Durable, permanently bonded seams. Won't come off.

https://www.surfaceworks.us/surfaceworks/media/surfaceworks/finishes/SW_Finishes_UrethaneFac_t.pdf

- Polyurethane is inherently antimicrobial, which further reduces the spread of infection.
- Permanently bonded seams – do not allow liquid or bacteria to collect at the seams – making our tops the only surface acceptable for many healthcare, education and food service organizations
- Perfect balance between durability and comfort
- Impact and puncture resistant
- Perfect for heavy use applications such as office, education, healthcare and hospitality.
- Comprised on approximately 65% soybean oil and are easily renewable
- Contribute towards LEED credits
- Offered in over 60 standard colors and 9 profiles
- Easy to clean
- Technology – behind the scenes tracking of jobs from inception to out the door. We can track down an order anywhere throughout our building at any time. When you manufacturer as much as we do, this is very important. A time and money savings which we pass along to our customers.



Future Innovation – in the pipeline

- Technology – we are constantly looking at improving technology and streamlining processes by through a series of increased plant efficiencies and other activities. Constant improvement helps keep our costs down.
- Round table to discussion with our Sales Reps – We meet bi-annually with our Sales Reps to get their input and feedback (including constructive criticism) on our current product offerings and what they are seeing in trends. They are out in the field working with dealers, designers and architects / specifiers and are considered experts in the field of furniture.
- E-commerce – Design an e-commerce site on our website allowing customers to order online and select contract discounting
- Online configurator – Design / configure your table creating a 3D model.

- Constantly expand our product offerings and finish / color options

Green Initiatives

SurfaceWorks is committed to providing the most environmentally friendly products possible. We meet all California Air Resources Board guidelines for Composite Wood Products emissions. These are the strictest guidelines to date concerning formaldehyde emissions. Packaging: Use of corrugated materials that is a minimum of 35% post-consumer recycled, plastic banding is recycled and pallets are re-used, upon request we can wrap items in blankets and customer to return for re-use. Energy: energy efficient LED lighting and recycled wood cut-off - ground and sent to a power plant for fuel. Please see the attached Green Initiatives and Certifications held.

Phone 414.570.2677 7821 S. 10th Street
Fax 414.570.2676 Oak Creek, WI 53154

BUILDING YOUR TABLES

TAB 10

REQUIRED DOCUMENTS

Tab 10 – Required Documents

- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

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.

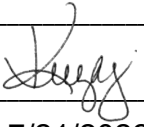
CERTIFICATION OF ACCESS TO RECORDS

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.

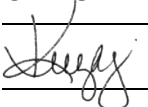
Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror:	SurfaceWorks
Address:	7821 South 10th Street
City, State, Zip:	Oak Creek, WI 53154
Authorized Signature:	
Date:	7/21/2022

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	SurfaceWorks
Print Name	Kelly Ciezki
Address	7821 South 10th St.
City, State, Zip	Oak Creek, WI 53154
Authorized signature	
Date	7/21/2022

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.

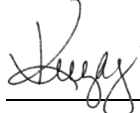
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

7/21/2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

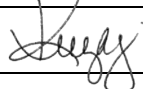
I affirm under penalty of perjury of the laws of the State of Texas that:

(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	SurfaceWorks
Address	7821 South 10th St.
City/State/Zip	Oak Creek, WI 53154
Telephone No.	414-570-2677
Fax No.	414-570-2676
Email address	kelly.ciezki@surfaceworks
Printed name	Kelly Ciezki
Position with company	Operations / Contract manager
Authorized signature	

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 8th, 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.

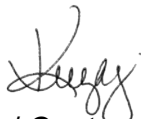
In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil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

Agree with the above statements.

SurfaceWorks
7821 S. 10th St.
Oak Creek, WI 53154



Kelly Ciezki, Operations / Contract Manager
7/21/22

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

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

Agree with the above statement

SurfaceWorks
7821 S. 10th St.
Oak Creek, WI 53154



Kelly Ciezki, Operations / Contract Manager
7/21/22