

University of California (UC)

Contract #UCOP2021003072

for

UC System-wide Dorm Furniture

with

Sustainable Furniture Inc.

Effective: October 30, 2021

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

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



UNIVERSITY OF CALIFORNIA

Purchasing Agreement # UCOP 2021003072

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

1. Statement of Work

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

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

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

1. This agreement – UCOP-2021003072 UC-wide Dorm Furniture SFI
2. RFP # 002343 RFP – Dorm Furniture – UC System-wide – March2021

2. Term of Agreement/Termination

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

3. Purchase Order; Advance Payments

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

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

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

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

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

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

5. Notices

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

To UC, regarding contract issues:

Name	Sean Parker
Phone	805-451-1545
Email	Sean.Parker@ucop.edu
Address	1111 Franklin St.
	Oakland, CA 94607

To Supplier:

Name	Dan Slayton
Phone	916-389-0310
Email	dslayton@sustainablefurnitureinc.com
Address	13805 Mt. Anderson St Reno, NV 89506

6. Intellectual Property, Copyright and Patents

☐ The Goods and/or Services involve Work Made for Hire

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

7. Patient Protection and Affordable Care Act (PPACA)

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

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

8. Prevailing Wages

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

9. Fair Wage/Fair Work

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

10. Federally Funded Contracts, Grants, and Cooperative Agreements

Not Applicable

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

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

12. Insurance

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

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

No Applicable

14. Records about Individuals

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

15. Amendments to UC Terms and Conditions of Purchase

No Amendments

16. Incorporated Documents

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

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

17. Entire Agreement

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

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

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Justin Sullivan

C81AF9F2384C40B...
(Signature)

Justin Sullivan, Director, Strategic Sourcing

(Printed Name, Title)

10/26/2021

(Date)

Sustainable Furniture, Inc.



(Signature)

Danny Deane, President

(Printed Name, Title)

10.25.2021

(Date)



Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

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

ARTICLE 2 – TERM AND TERMINATION

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



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

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

ARTICLE 4 – INSPECTION.

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

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

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



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ARTICLE 6 – WARRANTIES

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

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



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

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

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

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

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



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



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

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

ARTICLE 8 – INDEMNITY AND LIABILITY

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

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

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



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ARTICLE 9 – INSURANCE

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

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



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

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

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

ARTICLE 11 – FEDERAL FUNDS

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



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



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or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

- d. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
 - e. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
- a. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
 - b. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
 - c. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
 - d. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

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



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

ARTICLE 13 – LIENS

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

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

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



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

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

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

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

ARTICLE 16 – COOPERATION

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

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

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

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



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

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

ARTICLE 18 – CONFLICT OF INTEREST

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

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

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

ARTICLE 19 – AUDIT REQUIREMENTS

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

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



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



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

ARTICLE 21 – UC WHISTLEBLOWER POLICY

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

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

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

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

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

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



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

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

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

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



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

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

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

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

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



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

ARTICLE 25 – FAIR WAGE/FAIR WORK

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

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

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

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

ARTICLE 26 – MEDICAL DEVICES



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

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

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

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

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

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

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

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



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

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

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

ARTICLE 27 – FORCE MAJEURE

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

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 29 – NO THIRD-PARTY RIGHTS

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

ARTICLE 30 – OTHER APPLICABLE LAWS

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

ARTICLE 31 – NOTICES



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

ARTICLE 32 – SEVERABILITY

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

ARTICLE 33 – WAIVER

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

ARTICLE 34 – AMENDMENTS

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

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

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

ARTICLE 35 – GOVERNING LAW AND VENUE

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

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

ARTICLE 37 – SUPPLIER TERMS

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



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ARTICLE 38 – SURVIVAL CLAUSE

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

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

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

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

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

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

Attachment B - Price List SFI Omnia

VALUE ADD SERVICE	Service included	Price per hour	Cost per Sq. Ft.	Other	Other	Other	NOTES
Warehousing: Value Add (If not included in contract)	Included						
Project Management: Value Add (If not included in contract)	Included						
Design Services: Value Add (If not included in contract)	Included						
Refinishing: Value Add (If not included in contract)	Quoted on a project by project basis						
Remanufacturing/Alterations: Value Add (If not included in contract)	Quoted on a project by project basis						
Other: Value Add (If not included in contract)	Managing UC campus inventories of stored furniture						
Categories of Furniture	Name of Item/Type of Item or product Line name If by Category	Manf List Price	Tier 1 Price (0-2M)	Tier 2 Price (2M-5M)	Tier 3 Price (>5M)	Meets UC Sustainability Requirements (Drop Down)	NOTES
Example 1 -Sofas - Living room	Modern Dorm 5ft Sofa	\$ 210.00	70.0%	74.0%	75.0%	Yes	
	Flourish - 5ft Sofa	\$ 180.00	71.0%	73.0%	74.0%	Yes	
	Military Madness 5ft Sofa	\$ 190.00	72.0%	75.0%	76.0%	No	
Example 2 -'Modern Dorm -Product Line'	All items	\$ 210.00	70.0%	74.0%	75.0%	Somewhat	discount off list - Glue/resin on bed platform does not meet. https://madesupplies/catalog
Beds	CL146-08 (WTHW) Single BunkLoft Bed Set 8Pcs Hardwareless 2"OC (WTHW) Wood Bed Rail + Metal End Hook + Wood Bed Bottom(s)	\$606.86	48.50%	49.50%	50.00%	Yes	
	CL146-11 (WTHW) Single BunkLoft Bed Set 11Pcs Hardwareless 2"OC (WTHW) Wood Bed Rail + Metal End Hook + Wood Bed Bottom(s)	\$613.28	48.50%	49.50%	50.00%	Yes	
	CL146-08 (MTHW) Single BunkLoft Bed Set 8Pcs Hardwareless 2"OC (MTHW) Metal Bed Rail + Wood Bed Bottom(s)	\$606.86	48.50%	49.50%	50.00%	Yes	
	CL146-11 (MTHW) Single BunkLoft Bed Set 11Pcs Hardwareless 2"OC (MTHW) Metal Bed Rail + Wood Bed Bottom(s)	\$617.42	48.50%	49.50%	50.00%	Yes	
	CL346-08 (WTHW) Single Loft Kit Set 8Pcs Hardwareless 2"OC (WTHW) Wood Stabilizer Panel + Metal End Hook	\$547.19	48.50%	49.50%	50.00%	Yes	
	CL346-11 (WTHW) Single Loft Kit Set 11Pcs Hardwareless 2"OC (WTHW) Wood Stabilizer Panel + Metal End Hook	\$553.60	48.50%	49.50%	50.00%	Yes	
	CL146-08 (HMS) Single BunkLoft Bed Set 8Pcs Hardwareless 2"OC No-Sag Spring	\$590.22	48.50%	49.50%	50.00%	Yes	
	CL146-11 (HMS) Single BunkLoft Bed Set 11Pcs Hardwareless 2"OC No-Sag Spring	\$596.64	48.50%	49.50%	50.00%	Yes	
	8146LK Bolt-On Single-Loft Kit Set 3 position	\$450.49	48.50%	49.50%	50.00%	Yes	
	8146LK HW-8 Single-Loft Kit Set Metal Stabilizer 8Pcs Hardwareless 2"OC	\$567.00	48.50%	49.50%	50.00%	Yes	
	8146LK HW-11 Single-Loft Kit Set Metal Stabilizer 11Pcs Hardwareless 2"OC	\$575.95	48.50%	49.50%	50.00%	Yes	
	8146- Panel Single Platform Bed (HW ASM ONLY) Panel Bed End (staggered HB/FB) 1 3/4" x 2 1/2" bed post Straight Top Spreader No-Sag Spring	\$587.83	48.50%	49.50%	50.00%	Yes	
	8146- Curved Single Platform Bed Panel Bed End (staggered HB/FB) 1 3/4" x 2 1/2" bed post Curved Top Spreader	\$628.78	48.50%	49.50%	50.00%	Yes	
	8154 Bolt-on Single BunkLoft Platform Bed Ladder Bed End (staggered HB/FB) 1 3/4" x 2 1/2" Post	\$535.50	48.50%	49.50%	50.00%	Yes	
	8154 HW-1 Single BunkLoft Platform Bed Ladder Bed End (staggered HB/FB) 1 3/4" x 2 1/2" Post	\$520.93	48.50%	49.50%	50.00%	Yes	
	8153 Bolt-on Single BunkLoft Bed Ladder Bed End (same HB/FB) 1 3/4" x 2 1/2" Post	\$555.94	48.50%	49.50%	50.00%	Yes	
	CL156-08 (HMS) Single BunkLoft Bed Ladder Bed End (same HB/FB) 1 3/4" x 2 1/2" Post	\$567.75	48.50%	49.50%	50.00%	Yes	
	CL156-11 (HMS) Single BunkLoft Bed Ladder Bed End (same HB/FB) 1 3/4" x 2 1/2" Post	\$549.30	48.50%	49.50%	50.00%	Yes	
	8159 Bolt-on Bunk Bed Bunk Set Platform Bed Ladder Bed End (Stagger HB/FB) 1 3/4" x 2 1/2" Post (HMS) Bolt-on Metal Spring BSNB ASM	\$1,098.44	48.50%	49.50%	50.00%	Yes	
	8159 HW-11 Bunk Bed/Bunk Set Platform Bed Ladder Bed End (Stagger HB/FB) 1 3/4" x 2 1/2" Post (HMS) Hardware-less Metal Spring HW ASM	\$1,007.40	48.50%	49.50%	50.00%	Yes	
	8163 HW-8 Single BunkLoft Bed Ladder Bed End (same HB/FB) 1 3/4" x 2 1/2" Post (WTHW) wood bed rail HW asm	\$629.63	48.50%	49.50%	50.00%	Yes	
	8163 HW-11 Single BunkLoft Bed Ladder Bed End (same HB/FB) 1 3/4" x 2 1/2" Post (WTHW) wood bed rail HW asm	\$651.08	48.50%	49.50%	50.00%	Yes	
	8164 Single BunkLoft Bed Ladder Bed End (Stagger HB/FB) 1 3/4" x 2 1/2" Post (WTHR) Wood Bolt-on Bed Rail BNB ASM	\$462.90	48.50%	49.50%	50.00%	Yes	
	8164 WTHW-1 Single BunkLoft Bed Ladder Bed End (Stagger HB/FB) 1 3/4" x 2 1/2" Post (WTHW) wood bed rail HW asm	\$550.34	48.50%	49.50%	50.00%	Yes	
	8 160 HW-1 Bunk Set Platform Bed Ladder Bed End (Stagger HB/FB) 1 3/4" x 2 1/2" Post (WTHW) Wood Bed Rail + Metal end hook (HW ASM)	\$909.46	48.50%	49.50%	50.00%	Yes	
	8 160 HW-1	\$1,110.01	48.50%	49.50%	50.00%	Yes	
	8140 HW-8 Loft Desk Set Ladder Bed End (Stagger 39HB/32FB) 1 3/4" x 2 1/2" Post (WTHW) Wood Bed Rail + Metal end hook (HW ASM)	\$1,339.47	48.50%	49.50%	50.00%	Yes	
	8140 HW-11 Loft Desk Set Ladder Bed End (Stagger 39HB/32FB) 1 3/4" x 2 1/2" Post (WTHW) Wood Bed Rail + Metal end hook (HW ASM)	\$1,378.65	48.50%	49.50%	50.00%	Yes	

Ladders	CL4SL-01 (W) Wood Ladder (W) Attach to wood bed rail	\$242.24	48.50%	49.50%	50.00%	Yes
	CL4SL-01 (M) Wood Ladder (M) Attach to metal bed rail	\$242.24	48.50%	49.50%	50.00%	Yes
	CL4SG-01 Wood Guardrail	\$102.34	48.50%	49.50%	50.00%	Yes
	MP4SG-02 Metal Guardrail	\$190.05	48.50%	49.50%	50.00%	Yes
Guard Rails	814SG	\$183.84	48.50%	49.50%	50.00%	Yes
	8(WF) □	\$72.41	48.50%	49.50%	50.00%	Yes
	8151-B(S)(HW) (HMS) 1 Hardware-less metal spring 2" or 3"	\$242.63	48.50%	49.50%	50.00%	Yes
	8151-B(SW) twin bed bottom asm 2 wood bed rails 1x 3 piece bed bottom	\$218.27	48.50%	49.50%	50.00%	Yes
	8151-B(SW)(WHW) twin bed bottom asm 2 metal bed rails HW or 2 wood bed rails HW 1x 3 piece bed bottom HW asm	\$296.30	48.50%	49.50%	50.00%	Yes
	8151-B(S)(SW) full size wood bed bottom asm xlrg bed rail 3 piece bed bottom w/ splines BNB asm	\$433.21	48.50%	49.50%	50.00%	Yes
	8151-B(S)(SW)(WHW) full size wood bed bottom asm wood bed rails w/ HW end hook 3 piece bed bottom w/ splines HW asm	\$474.50	48.50%	49.50%	50.00%	Yes
	8150-R(S) Bolt On Metal Stabilizer Package (MBR) 2x bolt-on metal rail w/ hardware BNB asm	\$153.60	48.50%	49.50%	50.00%	Yes
	8150-R(S)2 Rails Hardware-less Metal Stabilizer Package (MHW) 2x HW metal rail HW asm	\$149.12	48.50%	49.50%	50.00%	Yes
	8150-R(SW) Wood Rails Wood Stabilizer Package (WBR) 2x bolt-on wood rail w/ hardware BNB asm	\$193.81	48.50%	49.50%	50.00%	Yes
	8150-R(SW) Hardware-less Wood Stabilizer Package (WHW) 2x HW wood rail HW asm	\$266.36	48.50%	49.50%	50.00%	Yes
	8164-B 3 piece plywood bed bottom	\$76.70	48.50%	49.50%	50.00%	Yes
Bed Parts	81215P7 □	\$163.22	48.50%	49.50%	50.00%	Yes
	81215P74 □	\$156.94	48.50%	49.50%	50.00%	Yes
	81216P7 □	\$186.24	48.50%	49.50%	50.00%	Yes
	81216P74 □	\$172.59	48.50%	49.50%	50.00%	Yes
	81217P7 □	\$218.63	48.50%	49.50%	50.00%	Yes
	81217P74 □	\$205.07	48.50%	49.50%	50.00%	Yes
	87515-97P □	\$81.61	48.50%	49.50%	50.00%	Yes
	82615 (O1) □	\$150.67	48.50%	49.50%	50.00%	Yes
	82615 (M1) □	\$169.99	48.50%	49.50%	50.00%	Yes
	826154 (O1) □	\$133.93	48.50%	49.50%	50.00%	Yes
	826154 (M1) □	\$154.93	48.50%	49.50%	50.00%	Yes
	82616 (O1) □	\$274.13	48.50%	49.50%	50.00%	Yes
	82616 (M1) □	\$273.12	48.50%	49.50%	50.00%	Yes
	826164 (O1) □	\$254.25	48.50%	49.50%	50.00%	Yes
	826164 (M1) □	\$287.27	48.50%	49.50%	50.00%	Yes
	82617 (O1) □	\$310.70	48.50%	49.50%	50.00%	Yes
	82617 (M1) □	\$317.39	48.50%	49.50%	50.00%	Yes
	826174 (O1) □	\$289.82	48.50%	49.50%	50.00%	Yes
	826174 (M1) □	\$322.77	48.50%	49.50%	50.00%	Yes
	8151-45 (O1) □	\$350.51	48.50%	49.50%	50.00%	Yes
	8151-45 (M1)	\$397.01	48.50%	49.50%	50.00%	Yes
	CL40H-01 (HP1) Non stackable underbed 4 draw	\$470.17	48.50%	49.50%	50.00%	Yes
	CL40H-01 (V1) □	\$422.94	48.50%	49.50%	50.00%	Yes
	CL40H-01 (V2) □	\$467.67	48.50%	49.50%	50.00%	Yes
	CL40H-01 (O1) □	\$611.37	48.50%	49.50%	50.00%	Yes
	CL40H-01 (M1) □	\$647.36	48.50%	49.50%	50.00%	Yes
	CL40H-02 (HP1) □	\$516.12	48.50%	49.50%	50.00%	Yes
	CL40H-02 (V1) □	\$411.89	48.50%	49.50%	50.00%	Yes
	CL40H-02 (V2) □	\$465.04	48.50%	49.50%	50.00%	Yes
	CL40H-02 (O1) □	\$477.46	48.50%	49.50%	50.00%	Yes
	CL40H-02 (M1) □	\$512.52	48.50%	49.50%	50.00%	Yes
	CA40H-02 Non stackable underbed 2 draw Steel construction HPPL draw front	\$921.95	48.50%	49.50%	50.00%	Yes
	GR41H-03 Stackable Underbed 2 drawer Government Series	\$480.89	48.50%	49.50%	50.00%	Yes
	MS41H-02 Stackable Underbed 2 drawer Mission Series	\$502.12	48.50%	49.50%	50.00%	Yes
	ML41H-02 Stackable Underbed 2 drawer Matthia Series	\$527.11	48.50%	49.50%	50.00%	Yes
	CM41H-02 Stackable Underbed 2 drawer Carnel Series	\$484.17	48.50%	49.50%	50.00%	Yes
Underbeds	PF41H-02 Stackable Underbed 2 drawer FaceFrame Series	\$473.70	48.50%	49.50%	50.00%	Yes
	SS41H-02 Stackable Underbed 2 drawer San Simeon Series	\$477.47	48.50%	49.50%	50.00%	Yes
	CL41H-02 Stackable Underbed 2 drawer Classic Series	\$477.46	48.50%	49.50%	50.00%	Yes
	CL162-02 (HP1) 2 Drawer Underbed (wide) CL162-02 (V1)	\$597.54 \$456.49	48.50%	49.50%	50.00%	Yes Yes
	CL162-02 (V2) □	\$616.03	48.50%	49.50%	50.00%	Yes
	CL162-02 (O1) □	\$725.50	48.50%	49.50%	50.00%	Yes
	CL162-02 (M1) □	\$796.33	48.50%	49.50%	50.00%	Yes
	CL162-04 (HP1) 4 Drawer Underbed (wide) CL162-04 (V1) □	\$895.66 \$669.60	48.50%	49.50%	50.00%	Yes Yes
	CL162-04 (V2) □	\$817.36	48.50%	49.50%	50.00%	Yes

	CL162-04 (O1):	\$929.29	48.50%	49.50%	50.00%	Yes
	CL162-04 (M1):	\$1,050.19	48.50%	49.50%	50.00%	Yes
	8137-2 (HP1):	\$785.55	48.50%	49.50%	50.00%	Yes
	8137-2 (V1):	\$684.74	48.50%	49.50%	50.00%	Yes
	8137-2 (V2):					
	8137-2 (O1):	\$804.69	48.50%	49.50%	50.00%	Yes
	8137-2 (M1):	\$899.01	48.50%	49.50%	50.00%	Yes
	8137-2 (M1):	\$1,043.20	48.50%	49.50%	50.00%	Yes
	MP40H-02 Men's 2 Drawer Non-Stack	\$497.01	48.50%	49.50%	50.00%	Yes
	MP40H-01 Men's 1 Drawer Non-Stack	\$561.41	48.50%	49.50%	50.00%	Yes
	MP41H-02 Men's 2 Drawer Stackable	\$521.55	48.50%	49.50%	50.00%	Yes
Nightstands	CL210-01 (HP1) 1 Drawer Nightstand Lower Shelf CL210-01 (V1):	\$340.09	48.50%	49.50%	50.00%	Yes
	CL210-01 (V2):					
	CL210-01 (O1):	\$313.26	48.50%	49.50%	50.00%	Yes
	CL210-01 (M1):	\$349.36	48.50%	49.50%	50.00%	Yes
	CL210-01 (M1):	\$366.43	48.50%	49.50%	50.00%	Yes
	CL210-02 (HP1) 2 Drawer Nightstand CL210-02 (V1):	\$409.54	48.50%	49.50%	50.00%	Yes
	CL210-02 (V2):	\$373.81	48.50%	49.50%	50.00%	Yes
	CL210-02 (O1):	\$413.41	48.50%	49.50%	50.00%	Yes
	CL210-02 (M1):	\$425.05	48.50%	49.50%	50.00%	Yes
	CL210-02 (M1):	\$454.55	48.50%	49.50%	50.00%	Yes
	CL210-04 2 Shelf Nightstand MS210-01:	\$286.54	48.50%	49.50%	50.00%	Yes
	MS210-02:	\$460.06	48.50%	49.50%	50.00%	Yes
	MS210-02:	\$460.06	48.50%	49.50%	50.00%	Yes
	SR210-01:					
	SF210-01:	\$416.08	48.50%	49.50%	50.00%	Yes
	CP210-01:	\$431.34	48.50%	49.50%	50.00%	Yes
	CP210-01:	\$452.04	48.50%	49.50%	50.00%	Yes
	SS210-01:	\$610.70	48.50%	49.50%	50.00%	Yes
	PF210-01:					
	CL210-03 (HP1) 1 Drawer Nightstand CL210-03 (V1):	\$405.41	48.50%	49.50%	50.00%	Yes
	CL210-03 (V2):	\$465.58	48.50%	49.50%	50.00%	Yes
	CL210-03 (O1):	\$421.33	48.50%	49.50%	50.00%	Yes
	CL210-03 (M1):	\$467.44	48.50%	49.50%	50.00%	Yes
	CL210-03 (M1):	\$475.82	48.50%	49.50%	50.00%	Yes
	CL210-03 (M1):	\$537.79	48.50%	49.50%	50.00%	Yes
	MP210-01:	\$386.94	48.50%	49.50%	50.00%	Yes
Dressers	CL202-01 (HP1) 6 Drawer Horizontal Dresser CL202-01 (V1):	\$1,120.84	48.50%	49.50%	50.00%	Yes
	CL202-01 (V2):	\$1,027.11	48.50%	49.50%	50.00%	Yes
	CL202-01 (O1):	\$1,107.15	48.50%	49.50%	50.00%	Yes
	CL202-01 (M1):	\$1,091.04	48.50%	49.50%	50.00%	Yes
	CL202-01 (M1):	\$1,235.08	48.50%	49.50%	50.00%	Yes
	SC202-01 6 Drawer Horizontal Dresser SQ Metal Foot SL202-01 6 Drawer Horizontal Dresser Round Metal Foot	\$1,266.09	48.50%	49.50%	50.00%	Yes
	CL203-01 (HP1) 3 Drawer Dresser 30"W x 20"D x 30"H standard CL203-01 (V1):	\$1,100.95	48.50%	49.50%	50.00%	Yes
	CL203-01 (V2):	\$706.99	48.50%	49.50%	50.00%	Yes
	CL203-01 (O1):	\$623.25	48.50%	49.50%	50.00%	Yes
	CL203-01 (M1):	\$630.18	48.50%	49.50%	50.00%	Yes
	CL203-01 (M1):	\$631.64	48.50%	49.50%	50.00%	Yes
	CL203-01 (M1):	\$686.88	48.50%	49.50%	50.00%	Yes
	CL203-02:	\$699.77	48.50%	49.50%	50.00%	Yes
	CL203-05:	\$896.68	48.50%	49.50%	50.00%	Yes
	MS203-02:	\$910.77	48.50%	49.50%	50.00%	Yes
	MS203-03:	\$995.83	48.50%	49.50%	50.00%	Yes
	GR203-03:	\$796.74	48.50%	49.50%	50.00%	Yes
	CP203-01:	\$773.82	48.50%	49.50%	50.00%	Yes
	SS203-01:	\$741.64	48.50%	49.50%	50.00%	Yes
	CL203-01 (HP1)(24-) 3 Drawer Dresser 24" deep CL203-01 (V1)(24-):	\$686.28	48.50%	49.50%	50.00%	Yes
	CL203-01 (V2)(24-):	\$630.24	48.50%	49.50%	50.00%	Yes
	CL203-01 (O1)(24-):	\$601.94	48.50%	49.50%	50.00%	Yes
	CL203-01 (M1)(24-):	\$634.08	48.50%	49.50%	50.00%	Yes
	CL203-01 (M1)(24-):	\$667.84	48.50%	49.50%	50.00%	Yes
	CL203-01 (HP1)(42-) 3 Drawer Dresser 42" wide CL203-01 (V1)(42-):	\$680.12	48.50%	49.50%	50.00%	Yes
	CL203-01 (V2)(42-):	\$637.00	48.50%	49.50%	50.00%	Yes
	CL203-01 (O1)(42-):	\$720.84	48.50%	49.50%	50.00%	Yes
	CL203-01 (M1)(42-):	\$715.19	48.50%	49.50%	50.00%	Yes
	CL203-01 (HP1)(42-24-):	\$778.36	48.50%	49.50%	50.00%	Yes
	CL203-01 (V1)(42-24-):	\$843.03	48.50%	49.50%	50.00%	Yes
	CL203-01 (V2)(42-24-):	\$745.30	48.50%	49.50%	50.00%	Yes
	CL203-01 (O1)(42-24-):	\$788.38	48.50%	49.50%	50.00%	Yes
	CL203-01 (M1)(42-24-):	\$826.81	48.50%	49.50%	50.00%	Yes
	CL203-01 (M1)(42-24-):	\$931.64	48.50%	49.50%	50.00%	Yes
	CL203-01 (HP1)(24-)(T2830-) 3 Drawer Dresser 30"W x 24"D (T28-30"D) Cme 24"D, Top 28-30"D CL203-01 (V1)(24-)(T2830-):	\$741.24	48.50%	49.50%	50.00%	Yes
	CL203-01 (V2)(24-)(T2830-):	\$656.79	48.50%	49.50%	50.00%	Yes
	CL203-01 (O1)(24-)(T2830-):	\$676.59	48.50%	49.50%	50.00%	Yes
	CL203-01 (M1)(24-)(T2830-):	\$745.30	48.50%	49.50%	50.00%	Yes
	CL203-01 (M1)(24-)(T2830-):	\$840.63	48.50%	49.50%	50.00%	Yes
	CL234-01 (HP1) 4 Drawer Dresser 30"W(32"W) x 20"D X 38"H CL234-01 (V1):	\$767.59	48.50%	49.50%	50.00%	Yes
	CL234-01 (V2):	\$689.40	48.50%	49.50%	50.00%	Yes
	CL234-01 (O1):	\$689.93	48.50%	49.50%	50.00%	Yes
	CL234-01 (M1):	\$749.95	48.50%	49.50%	50.00%	Yes
	CL234-01 (M1):	\$827.46	48.50%	49.50%	50.00%	Yes
	CL235-01 (HP1) 5 Drawer Dresser 30"W(32"W) x 20"D X 46"H CL235-01 (V1):	\$870.57	48.50%	49.50%	50.00%	Yes
	CL235-01 (V1):	\$796.54	48.50%	49.50%	50.00%	Yes

Desks

CL235-01 (V2):	\$851.27	48.50%	49.50%	50.00%	Yes
CL235-01 (O1):	\$874.56	48.50%	49.50%	50.00%	Yes
CL235-01 (M1):	\$931.64	48.50%	49.50%	50.00%	Yes
CL236-01 (HP1) 6 Drawer Dresser 30"W x 30"D x 59"H	\$1,088.51	48.50%	49.50%	50.00%	Yes
CL236-01 (V1):	\$1,114.40	48.50%	49.50%	50.00%	Yes
CL236-01 (V2):	\$1,152.83	48.50%	49.50%	50.00%	Yes
CL236-01 (O1):	\$1,209.94	48.50%	49.50%	50.00%	Yes
CL236-01 (M1):	\$1,254.96	48.50%	49.50%	50.00%	Yes
MP203-11:	\$644.63	48.50%	49.50%	50.00%	Yes
MP203-03:	\$848.50	48.50%	49.50%	50.00%	Yes
CL205-01 (HP1) Panel End 4 Drawer Desk 42"W x 24"D x 30"H	\$790.28	48.50%	49.50%	50.00%	Yes
CL205-01 (V1):	\$682.41	48.50%	49.50%	50.00%	Yes
CL205-01 (V2):	\$696.52	48.50%	49.50%	50.00%	Yes
CL205-01 (O1):	\$716.18	48.50%	49.50%	50.00%	Yes
CL205-01 (M1):	\$797.47	48.50%	49.50%	50.00%	Yes
CL205-08 (HP1) Panel End 2 Drawer / 2 Shelf Desk 42"W x 24"D x 30"H	\$681.37	48.50%	49.50%	50.00%	Yes
CL205-08 (V1):	\$665.80	48.50%	49.50%	50.00%	Yes
CL205-08 (V2):	\$716.09	48.50%	49.50%	50.00%	Yes
CL205-08(O1):	\$717.29	48.50%	49.50%	50.00%	Yes
CL205-08 (M1):	\$875.36	48.50%	49.50%	50.00%	Yes
GR205-01:	\$719.41	48.50%	49.50%	50.00%	Yes
MS206-01:	\$945.40	48.50%	49.50%	50.00%	Yes
FT205-01:	\$763.13	48.50%	49.50%	50.00%	Yes
CL205-09 (HP1) Panel End 4 Drawer Desk 30" Wide Pedestal 56"W x 24"D x 30"H	\$1,082.52	48.50%	49.50%	50.00%	Yes
CL205-09 (V1):	\$982.86	48.50%	49.50%	50.00%	Yes
CL205-09 (V2):	\$1,091.16	48.50%	49.50%	50.00%	Yes
CL205-09(O1):	\$1,092.32	48.50%	49.50%	50.00%	Yes
CL205-09 (M1):	\$1,224.97	48.50%	49.50%	50.00%	Yes
CL205-10 (HP1) 3 drawer Desk Also available in ADA	\$693.09	48.50%	49.50%	50.00%	Yes
CL205-10 (V1):	\$725.68	48.50%	49.50%	50.00%	Yes
CL205-10 (V2):	\$815.45	48.50%	49.50%	50.00%	Yes
CL205-10 (O1):	\$789.27	48.50%	49.50%	50.00%	Yes
CL206-01 (V1) Open End 4 Drawer Desk 42"W x 24"D x 30"H	\$851.61	48.50%	49.50%	50.00%	Yes
CL206-01 (V2):	\$907.28	48.50%	49.50%	50.00%	Yes
CL206-01 (O1):	\$918.39	48.50%	49.50%	50.00%	Yes
CL206-01 (M1):	\$940.61	48.50%	49.50%	50.00%	Yes
CL206-08 (V1) Open End 2 Drawer / 2 Shelf Desk 42"W x 24"D x 30"H	\$828.22	48.50%	49.50%	50.00%	Yes
CL206-08 (V2):	\$915.92	48.50%	49.50%	50.00%	Yes
CL206-08 (O1):	\$886.30	48.50%	49.50%	50.00%	Yes
CL206-08 (M1):	\$998.70	48.50%	49.50%	50.00%	Yes
CL133-01 (O1) Open End 1 Drawer Table Desk 42"W x 24"D x 30"H	\$571.53	48.50%	49.50%	50.00%	Yes
CL133-01 (M1):	\$684.11	48.50%	49.50%	50.00%	Yes
SR133-01:	\$548.52	48.50%	49.50%	50.00%	Yes
CL132-01 (O1) Over Table (no Drawer) with One Drawer Table Desk 44"W x 19"D x 34"H Over table 42"W x 24"D x 30"H Desk	\$1,291.18	48.50%	49.50%	50.00%	Yes
CL132-01 (M1):	\$1,448.78	48.50%	49.50%	50.00%	Yes
CL219-06 (O1) Sled Base 1 Drawer Table Desk 42"W x 24"D x 30"H	\$657.96	48.50%	49.50%	50.00%	Yes
CL219-06 (M1):	\$767.59	48.50%	49.50%	50.00%	Yes
CL219-01 (HP1) Panel End 1 Drawer Desk 42"W x 24"D x 30"H	\$510.13	48.50%	49.50%	50.00%	Yes
CL219-01 (V1):	\$500.75	48.50%	49.50%	50.00%	Yes
CL219-01 (V2):	\$577.60	48.50%	49.50%	50.00%	Yes
CL219-01 (O1):	\$602.01	48.50%	49.50%	50.00%	Yes
CL219-01 (M1):	\$623.89	48.50%	49.50%	50.00%	Yes
CL219-03 Panel End No Drawer Desk - 1 lower shelf	\$455.39	48.50%	49.50%	50.00%	Yes
MS133-01 4 leg 1 drawer desk - mission series	\$531.49	48.50%	49.50%	50.00%	Yes
SS219-11 panel end 1 drawer desk - mission series	\$554.50	48.50%	49.50%	50.00%	Yes
CL219-01 (HP1)(30-) Panel End 1 Drawer Desk 30" x 24" x 30"H	\$568.80	48.50%	49.50%	50.00%	Yes
CL219-01 (V1)(30-):	\$539.18	48.50%	49.50%	50.00%	Yes
CL219-01 (V2)(30-):	\$567.12	48.50%	49.50%	50.00%	Yes
CL219-01 (O1)(30-):	\$581.10	48.50%	49.50%	50.00%	Yes
CL219-01 (M1)(30-):	\$653.83	48.50%	49.50%	50.00%	Yes
CL219-01 (HP1)(30-) Panel End 1 Drawer Desk 26" x 24" x 30"H	\$544.85	48.50%	49.50%	50.00%	Yes
CL219-01 (V1)(26-):	\$539.18	48.50%	49.50%	50.00%	Yes
CL219-01 (V2)(26-):	\$567.12	48.50%	49.50%	50.00%	Yes
CL219-01 (O1)(26-):	\$581.10	48.50%	49.50%	50.00%	Yes
CL219-01 (M1)(26-):	\$653.83	48.50%	49.50%	50.00%	Yes
MP219-03	\$474.21	48.50%	49.50%	50.00%	Yes
MP219-01:	\$526.15	48.50%	49.50%	50.00%	Yes
CM219-01:	\$572.52	48.50%	49.50%	50.00%	Yes
MP133-22:	\$696.63	48.50%	49.50%	50.00%	Yes
MP133-02:	\$572.52	48.50%	49.50%	50.00%	Yes
MP133-13 Call for Current Price -Retail Only:	\$0.00	48.50%	49.50%	50.00%	Yes
MP133-03:	\$498.32	48.50%	49.50%	50.00%	Yes
SL133-01:	\$598.52	48.50%	49.50%	50.00%	Yes
MU205-01 Malibu 1 Drawers	\$968.49	48.50%	49.50%	50.00%	Yes
MU205-02 Malibu 2 Drawers, w/Tray	\$892.30	48.50%	49.50%	50.00%	Yes

File Cabinets	MU205-03 Mobile 2 Drawers, Open Kneecall	\$761.55	48.50%	49.50%	50.00%	Yes
	CL40G-03 (HP1) : 2 Drawer Filing Cab	\$463.43	48.50%	49.50%	50.00%	Yes
	CL40G-03 (V1) : ...	\$379.64	48.50%	49.50%	50.00%	Yes
	CL40G-03 (V2) : ...	\$448.29	48.50%	49.50%	50.00%	Yes
	CL40G-03 (O1) : ...	\$427.38	48.50%	49.50%	50.00%	Yes
	CL40G-03 (M1) : ...	\$455.04	48.50%	49.50%	50.00%	Yes
	CL40G-06 (HP1) : Desk Cabinet 1 Drawer	\$429.90	48.50%	49.50%	50.00%	Yes
	17" x 24" x 30"H					
	CL40G-06 (V1) : ...	\$428.55	48.50%	49.50%	50.00%	Yes
	CL40G-06 (V2) : ...	\$455.33	48.50%	49.50%	50.00%	Yes
	CL40G-06 (O1) : ...	\$497.25	48.50%	49.50%	50.00%	Yes
	CL40G-06 (M1) : ...	\$560.95	48.50%	49.50%	50.00%	Yes
	CL40G-01 (HP1) : Desk Cabinet 3 Drawer	\$518.51	48.50%	49.50%	50.00%	Yes
	17" x 24" x 30"H					
	CL40G-01 (V1) : ...	\$490.27	48.50%	49.50%	50.00%	Yes
	CL40G-01 (V2) : ...	\$518.21	48.50%	49.50%	50.00%	Yes
	CL40G-01 (O1) : ...	\$539.18	48.50%	49.50%	50.00%	Yes
	CL40G-01 (M1) : ...	\$625.09	48.50%	49.50%	50.00%	Yes
	CL40G-08 (HP1) : Desk Cabinet					Yes
	2 Drawer 1 Shelf	\$505.34				
	w/ Pull-out Writing Board		48.50%	49.50%	50.00%	
	17" x 24" x 30"H					
	CL40G-08 (V1) : ...	\$470.47	48.50%	49.50%	50.00%	Yes
	CL40G-08 (V2) : ...	\$499.58	48.50%	49.50%	50.00%	Yes
	CL40G-08 (O1) : ...	\$553.15	48.50%	49.50%	50.00%	Yes
	CL40G-08 (M1) : ...	\$646.64	48.50%	49.50%	50.00%	Yes
	CL40G-09 (HP1) : CPU Cabinet 1 Door 3 Shelf	\$496.96				Yes
	w/ Pull-out Writing Board		48.50%	49.50%	50.00%	
	17" x 24" x 30"H					
	CL40G-09 (V1) : ...	\$449.51	48.50%	49.50%	50.00%	Yes
	CL40G-09 (V2) : ...	\$477.46	48.50%	49.50%	50.00%	Yes
	CL40G-09 (O1) : ...	\$515.25	48.50%	49.50%	50.00%	Yes
	CL40G-09 (M1) : ...	\$616.03	48.50%	49.50%	50.00%	Yes
	CL40G-10 (HP1) : Desk Cabinet 2 Shelf	\$347.27	48.50%	49.50%	50.00%	Yes
	17" x 24" x 30"H					
	8236 (V-1)	\$316.75	48.50%	49.50%	50.00%	Yes
	8236 (V-2)	\$345.86	48.50%	49.50%	50.00%	Yes
	CL40G-10 (O1) : ...	\$407.58	48.50%	49.50%	50.00%	Yes
	CL40G-10 (M1) : ...	\$496.96	48.50%	49.50%	50.00%	Yes
	8140H (HP1) : ...	\$656.22	48.50%	49.50%	50.00%	Yes
	8140H (V1) : ...	\$558.97	48.50%	49.50%	50.00%	Yes
	8140H (V2) : ...	\$607.88	48.50%	49.50%	50.00%	Yes
	8140H (O1) : ...	\$667.27	48.50%	49.50%	50.00%	Yes
	8140H (M1) : ...	\$632.80	48.50%	49.50%	50.00%	Yes
	MP39G-01 : Memo Mobile - 28.625 H for Study Table	\$571.76	48.50%	49.50%	50.00%	Yes
	MP39G-02 : Memo Mobile - 24.75 H for Study Desk/Draw	\$550.89	48.50%	49.50%	50.00%	Yes
	MP40G-01 : Memo, Non Mbl - 27.50 H for Study Desk/Draw	\$532.88	48.50%	49.50%	50.00%	Yes
Desk Carrels	CL208-01 (O1) : 1 Shelf Desktop Bookcase	\$267.84	48.50%	49.50%	50.00%	Yes
	40"W x 9"D x 26" H					
	CL208-01 (M1) : ...	\$299.37	48.50%	49.50%	50.00%	Yes
	CL208-13 (O1) : 1 Shelf Desktop Computer Bookcase	\$326.29	48.50%	49.50%	50.00%	Yes
	40"W x 12"D x 26" H					
	CL208-13 (M1) : ...	\$352.06	48.50%	49.50%	50.00%	Yes
	CL208-14 (-28)(O1) : 2 Shelf Desktop Bookcase	\$317.92	48.50%	49.50%	50.00%	Yes
	40"W x 9"D x 28" H					
	CL208-14 (-28)(M1) : ...	\$366.10	48.50%	49.50%	50.00%	Yes
	CL208-14 (-35)(O1) : 2 Shelf Desktop Bookcase	\$351.69	48.50%	49.50%	50.00%	Yes
	40"W x 9"D x 35" H					
	CL208-14 (-35)(M1) : ...	\$392.77	48.50%	49.50%	50.00%	Yes
	CL208-15 (O1) : 2 Shelf Desktop Computer Bookcase	\$382.32	48.50%	49.50%	50.00%	Yes
	40"W x 12"D x 28" H					
	CL208-15 (M1) : ...	\$422.71	48.50%	49.50%	50.00%	Yes
	CL208-16 (O1) : 2 Shelf Desktop Computer Bookcase	\$442.74	48.50%	49.50%	50.00%	Yes
	40"W x 13"D x 35" H					
	CL208-16 (M1) : ...	\$429.90	48.50%	49.50%	50.00%	Yes
	CL208-17 (OV1) : 2 Shelf Desktop Hutch	\$574.11	48.50%	49.50%	50.00%	Yes
	40"W x 14"D x 36" H					
	CL208-17 (O1) : ...	\$614.82	48.50%	49.50%	50.00%	Yes
	CL208-17 (M1) : ...	\$686.16	48.50%	49.50%	50.00%	Yes
	CL208-17 (MV1) : ...	\$731.66	48.50%	49.50%	50.00%	Yes
	CL208-18 (O1) : Adjustable Two Shelf Desktop Bookcase	\$547.33	48.50%	49.50%	50.00%	Yes
	CL208-18 (M1) : ...	\$639.46	48.50%	49.50%	50.00%	Yes
Mirrors	CL213-01 (O1) : Wood Framed Wall Mounted Mirror	\$223.59	48.50%	49.50%	50.00%	Yes
	CL213-01 (M1) : ...	\$232.31	48.50%	49.50%	50.00%	Yes
	CL213-01 (FL)(O1) : Full Length Wood Framed Wall Mounted Mirror	\$335.38	48.50%	49.50%	50.00%	Yes
	CL213-01 (FL)(M1) : ...	\$374.81	48.50%	49.50%	50.00%	Yes
	CL225-01 (24)(HP1) : 2 Shelf Floor Bookcase w/ 1 Adjustable Shelf	\$361.64	48.50%	49.50%	50.00%	Yes
	24"W x 12"D x 30" H					
	CL225-01 (24)(V1) : ...	\$313.26	48.50%	49.50%	50.00%	Yes
	CL225-01 (24)(V2) : ...	\$358.62	48.50%	49.50%	50.00%	Yes
	CL225-01 (24)(O1) : ...	\$325.16	48.50%	49.50%	50.00%	Yes
	CL225-01 (24)(M1) : ...	\$340.04	48.50%	49.50%	50.00%	Yes
	CL225-01 (30)(HP1) : 2 Shelf Floor Bookcase w/ 1 Adjustable Shelf	\$397.56	48.50%	49.50%	50.00%	Yes
	30"W x 12"D x 30" H					
	CL225-01 (30)(V1) : ...	\$340.04	48.50%	49.50%	50.00%	Yes
	CL225-01 (30)(V2) : ...	\$353.64	48.50%	49.50%	50.00%	Yes
	CL225-01 (30)(O1) : ...	\$362.17	48.50%	49.50%	50.00%	Yes
	CL225-01 (30)(M1) : ...	\$385.45	48.50%	49.50%	50.00%	Yes
	CL225-02 (HP1) : 3 Shelf Floor Bookcase w/ 2 Adjustable Shelves	\$419.12	48.50%	49.50%	50.00%	Yes
	30"W x 13"D x 36" H					
	CL225-02 (V1) : ...	\$386.62	48.50%	49.50%	50.00%	Yes
	CL225-02 (V2) : ...	\$428.71	48.50%	49.50%	50.00%	Yes
	CL225-02 (O1) : ...	\$398.27	48.50%	49.50%	50.00%	Yes

Floor Bookcases

CL225-02 (M1):	\$435.88	48.50%	49.50%	50.00%	Yes
CL225-02 (-48)(BP1) 3 Shelf Floor Bookcase w/ 2 Adjustable Shelves 30"W x 12"D x 48"H	\$490.97	48.50%	49.50%	50.00%	Yes
CL225-02 (-48)(V1):	\$422.67	48.50%	49.50%	50.00%	Yes
CL225-02 (-48)(V2):	\$473.91	48.50%	49.50%	50.00%	Yes
CL225-02 (-48)(O1):	\$486.18	48.50%	49.50%	50.00%	Yes
CL225-02 (-48)(M1):	\$500.75	48.50%	49.50%	50.00%	Yes
CL225-04 (BP1) 4 Shelf Floor Bookcase w/ 2 Adjustable Shelf 30"W x 17"D x 60"H	\$653.83	48.50%	49.50%	50.00%	Yes
CL225-04 (V1):	\$540.34	48.50%	49.50%	50.00%	Yes
CL225-04 (V2):	\$593.91	48.50%	49.50%	50.00%	Yes
CL225-04 (M1)	\$659.81	48.50%	49.50%	50.00%	Yes
CL225-04 (O1)	\$617.20	48.50%	49.50%	50.00%	Yes
CL225-05 (30-X)(BP1) 5 Shelf Floor Bookcase w/ 3 Adjustable Shelves 30"W x 12"D x 72"H	\$704.12	48.50%	49.50%	50.00%	Yes
CL225-05 (30-X)(V1):	\$662.61	48.50%	49.50%	50.00%	Yes
CL225-05 (30-X)(V2):	\$724.33	48.50%	49.50%	50.00%	Yes
CL225-05 (30-X)(O1):	\$782.56	48.50%	49.50%	50.00%	Yes
CL225-05 (30-X)(M1):	\$746.79	48.50%	49.50%	50.00%	Yes
81400 (BP1):	\$336.49	48.50%	49.50%	50.00%	Yes
81400 (V1):	\$284.14	48.50%	49.50%	50.00%	Yes
81400 (V2):	\$348.19	48.50%	49.50%	50.00%	Yes
81400 (O1):	\$354.02	48.50%	49.50%	50.00%	Yes
81400 (M1):	\$377.21	48.50%	49.50%	50.00%	Yes

Wardrobes

CA214-01 Call for current Price CA Steel 2 Door wardrobe	\$0.00	48.50%	49.50%	50.00%	Yes
CA214-06 Call for Current Price CA 3 Drawer w/ PO Desk	\$0.00	48.50%	49.50%	50.00%	Yes
MS214-03 Mission 3 Drawer wardrobe (R/L available)	\$1,727.54	48.50%	49.50%	50.00%	Yes
GR214-01 Era 2 Door wardrobe	\$1,100.82	48.50%	49.50%	50.00%	Yes
FF214-03 Face Frame 3 Door wardrobe	\$1,153.54	48.50%	49.50%	50.00%	Yes
CL214-02 Classic 2 Drawer 2 Door wardrobe -standard oval thru pull	\$1,385.59	48.50%	49.50%	50.00%	Yes
CL214-02(V2) Classic 2 Drawer 2 Door wardrobe -upgrade drawer pull	\$1,460.08	48.50%	49.50%	50.00%	Yes
CL214-04 Classic 1 Drawer 2 door wardrobe	\$1,425.57	48.50%	49.50%	50.00%	Yes
CL216-03 Classic 3 Drawer Loft (R/L available) -60H	\$1,076.40	48.50%	49.50%	50.00%	Yes
CA216-01 Call for Current Price CA Steel 2 Door ADA -60H	\$0.00	48.50%	49.50%	50.00%	Yes
SR215-05 Saratoga Half wardrobe (R/L available) -open top shelf -upgraded handle	\$807.39	48.50%	49.50%	50.00%	Yes
CL224-01 Classic 2 Door Collapsible	\$1,667.15	48.50%	49.50%	50.00%	Yes
CL214-01 (BP1) 2 Door Wardrobe 36" x 26" x 22"H	\$1,174.73	48.50%	49.50%	50.00%	Yes
CL214-01 (V1):	\$1,074.86	48.50%	49.50%	50.00%	Yes
CL214-01 (V2):	\$1,092.32	48.50%	49.50%	50.00%	Yes
CL214-01 (O1):	\$1,310.09	48.50%	49.50%	50.00%	Yes
CL214-01 (M1):	\$1,427.40	48.50%	49.50%	50.00%	Yes
CL215-01 (BP1) 1 Door Wardrobe 24" x 26" x 22"H	\$959.18	48.50%	49.50%	50.00%	Yes
CL215-01 (V1):	\$836.13	48.50%	49.50%	50.00%	Yes
CL215-01 (V2):	\$932.78	48.50%	49.50%	50.00%	Yes
CL215-01 (O1):	\$1,175.01	48.50%	49.50%	50.00%	Yes
CL215-01 (M1):	\$1,362.74	48.50%	49.50%	50.00%	Yes
CL214-02 (BP1) 2 Door - 2 Drawer Wardrobe 36" x 26" x 22"H	\$1,517.21	48.50%	49.50%	50.00%	Yes
CL214-02 (V1):	\$1,386.95	48.50%	49.50%	50.00%	Yes
CL214-02 (V2):	\$1,512.72	48.50%	49.50%	50.00%	Yes
CL214-02 (O1):	\$1,737.47	48.50%	49.50%	50.00%	Yes
CL214-02 (M1):	\$1,790.24	48.50%	49.50%	50.00%	Yes
CL215-02 (BP1) 1 Door - 2 Drawer Wardrobe 24" x 26" x 22"H	\$1,076.54	48.50%	49.50%	50.00%	Yes
CL215-02 (V1):	\$938.61	48.50%	49.50%	50.00%	Yes
CL215-02 (V2):	\$1,065.54	48.50%	49.50%	50.00%	Yes
CL215-02 (O1):	\$1,388.11	48.50%	49.50%	50.00%	Yes
CL215-02 (M1):	\$1,397.46	48.50%	49.50%	50.00%	Yes
8214A (BP1):	\$1,415.21	48.50%	49.50%	50.00%	Yes
8214A (V1):	\$1,418.60	48.50%	49.50%	50.00%	Yes
8214A (V2):	\$1,577.40	48.50%	49.50%	50.00%	Yes
CL224-01 (BP1) Classic 2 Door Collapsible	\$984.27	48.50%	49.50%	50.00%	Yes
CL214-03 (BP1) 2 Door - 3 Drawer Wardrobe 36" x 28" x 22"H	\$1,444.67	48.50%	49.50%	50.00%	Yes
CL214-03 (V1):	\$1,398.59	48.50%	49.50%	50.00%	Yes
CL214-03 (V2):	\$1,496.41	48.50%	49.50%	50.00%	Yes
CL214-03 (O1):	\$1,764.26	48.50%	49.50%	50.00%	Yes
CL214-03 (M1):	\$1,827.36	48.50%	49.50%	50.00%	Yes
CL214-06 (BP1) 2 Door - 4 Drawer Wardrobe 48" x 28" x 22"H	\$1,841.73	48.50%	49.50%	50.00%	Yes
CL214-06 (V1):	\$1,676.92	48.50%	49.50%	50.00%	Yes
CL214-06 (V2):	\$1,876.05	48.50%	49.50%	50.00%	Yes
CL214-06 (O1):	\$2,058.88	48.50%	49.50%	50.00%	Yes
CL214-06 (M1):	\$2,172.23	48.50%	49.50%	50.00%	Yes
CL216-01 (BP1) 2 Door Loft Wardrobe 48" x 28" x 48"H	\$1,104.08	48.50%	49.50%	50.00%	Yes
CL216-01 (V1):	\$1,065.54	48.50%	49.50%	50.00%	Yes
CL216-01 (V2):	\$1,188.98	48.50%	49.50%	50.00%	Yes
CL216-01 (O1):	\$1,362.49	48.50%	49.50%	50.00%	Yes
CL216-01 (M1):	\$1,365.13	48.50%	49.50%	50.00%	Yes
MP214-03:	\$1,551.73	48.50%	49.50%	50.00%	Yes
MP214-01:	\$1,441.10	48.50%	49.50%	50.00%	Yes
CL241-01 (BP1) 1 Drawer Wardrobe Insert 34 1/2" x 22" x 18"H	\$334.10	48.50%	49.50%	50.00%	Yes
CL241-01 (V1):	\$315.59	48.50%	49.50%	50.00%	Yes

Wardrobe Insert Chests	CL241-01 (V2) :	\$365.66	48.50%	49.50%	50.00%	Yes
	CL241-01 (O1) :	\$404.09	48.50%	49.50%	50.00%	Yes
	CL241-01 (M1) :	\$444.27	48.50%	49.50%	50.00%	Yes
	CL241-02 (HP1) 2 Drawer Wardrobe Insert 32" x 22" x 18"H	\$362.84	48.50%	49.50%	50.00%	Yes
	CL241-02 (V1) :	\$335.38	48.50%	49.50%	50.00%	Yes
	CL241-02 (V2) :	\$400.60	48.50%	49.50%	50.00%	Yes
	CL241-02 (O1) :	\$459.99	48.50%	49.50%	50.00%	Yes
	CL241-02 (M1) :	\$491.92	48.50%	49.50%	50.00%	Yes
	CL241-03 (HP1) 3 Drawer Wardrobe Insert 37" x 27" x 16"H	\$428.70	48.50%	49.50%	50.00%	Yes
	CL241-03 (V1) :	\$407.58	48.50%	49.50%	50.00%	Yes
	CL241-03 (V2) :	\$469.30	48.50%	49.50%	50.00%	Yes
	CL241-03 (O1) :	\$510.06	48.50%	49.50%	50.00%	Yes
	CL241-03 (M1) :	\$532.88	48.50%	49.50%	50.00%	Yes
Wall Units	CL260-01 (HP1) 5 Shelf Wall Unit with 3 Adjustable Shelves 30"W x 19"D x 72" H	\$821.47	48.50%	49.50%	50.00%	Yes
	CL260-01 (V1) :	\$829.14	48.50%	49.50%	50.00%	Yes
	CL260-01 (V2) :	\$899.01	48.50%	49.50%	50.00%	Yes
	CL260-01 (O1) :	\$1,085.34	48.50%	49.50%	50.00%	Yes
	CL260-01 (M1) :	\$1,044.21	48.50%	49.50%	50.00%	Yes
	CL260-02 (HP1) 5 Shelf Wall Unit w/ Lower Doors & 3 Adjustable Shelves Included Full - Length Solid Wood Door Pulls 30"W x 24"D x 72" H	\$1,173.53	48.50%	49.50%	50.00%	Yes
	CL260-02 (V1) :	\$1,006.15	48.50%	49.50%	50.00%	Yes
	CL260-02 (V2) :	\$1,095.82	48.50%	49.50%	50.00%	Yes
	CL260-02 (O1) :	\$1,338.04	48.50%	49.50%	50.00%	Yes
	CL260-02 (M1) :	\$1,325.61	48.50%	49.50%	50.00%	Yes
	CL260-03 (HP1) 3 Shelf Wall Unit With 3 Drawers & 2 Adjustable Shelves 30"W x 19"D x 72" H	\$1,072.94	48.50%	49.50%	50.00%	Yes
	CL260-03 (V1) :	\$978.20	48.50%	49.50%	50.00%	Yes
	CL260-03 (V2) :	\$1,069.03	48.50%	49.50%	50.00%	Yes
	CL260-03 (O1) :	\$1,277.48	48.50%	49.50%	50.00%	Yes
	CL260-03 (M1) :	\$1,281.31	48.50%	49.50%	50.00%	Yes
	CL260-03 (24-X)HP1) 3 Shelf Wall Unit, 24" Deep with 3 Adjustable Shelves 30"W x 24"D x 72" H or 24"H or 32" W x 24"D x 72" H	\$1,173.53	48.50%	49.50%	50.00%	Yes
	CL260-03 (24-X)V1) :	\$1,043.41	48.50%	49.50%	50.00%	Yes
	CL260-03 (24-X)V2) :	\$1,141.23	48.50%	49.50%	50.00%	Yes
	CL260-03 (24-X)O1) :	\$1,375.30	48.50%	49.50%	50.00%	Yes
	CL260-03 (24-X)M1) :	\$1,381.90	48.50%	49.50%	50.00%	Yes
	CL263-01 (HP1) Bridge Shelf Unit 42"W x 24"D x 20" H	\$482.59	48.50%	49.50%	50.00%	Yes
	CL263-01 (V1) :	\$398.27	48.50%	49.50%	50.00%	Yes
	CL263-01 (V2) :	\$461.10	48.50%	49.50%	50.00%	Yes
	CL263-01 (O1) :	\$466.97	48.50%	49.50%	50.00%	Yes
	CL263-01 (M1) :	\$463.43	48.50%	49.50%	50.00%	Yes
	CL263-02 (HP1) Bridge Shelf Unit with Doors 42"W x 25"D x 20" H	\$646.64	48.50%	49.50%	50.00%	Yes
	CL263-02 (V1) :	\$557.81	48.50%	49.50%	50.00%	Yes
	CL263-02 (V2) :	\$621.86	48.50%	49.50%	50.00%	Yes
	CL263-02 (O1) :	\$628.84	48.50%	49.50%	50.00%	Yes
	CL263-02 (M1) :	\$629.88	48.50%	49.50%	50.00%	Yes
	CL263-03 (HP1) TV / Refrigerator Unit with 2 Fixed Shelves 30"W x 27"D x 72" H	\$1,066.90	48.50%	49.50%	50.00%	Yes
	CL263-03 (V1) :	\$926.96	48.50%	49.50%	50.00%	Yes
	CL263-03 (V2) :	\$991.01	48.50%	49.50%	50.00%	Yes
	CL263-03 (O1) :	\$1,095.82	48.50%	49.50%	50.00%	Yes
	CL263-03 (M1) :	\$1,116.05	48.50%	49.50%	50.00%	Yes
	CL30L-12 (30-45-30)(O1)(THP-2) Studs, Table Base, 4 Legs (Back)	\$ 679.86	48.50%	49.50%	50.00%	Yes
	CL30L-12 (30-45-30)(O1)(THP-3) :	\$ 735.31	48.50%	49.50%	50.00%	Yes
	CL30L-12 (30-60-30)(O1)(THP-2) :	\$ 828.48	48.50%	49.50%	50.00%	Yes
	CL30L-12 (30-60-30)(O1)(THP-3) :	\$ 887.26	48.50%	49.50%	50.00%	Yes
	CL30L-12 (30-45-)(O1)(THP-2) :	\$ 679.86	48.50%	49.50%	50.00%	Yes
	CL30L-12 (30-45-)(O1)(THP-3) :	\$ 735.31	48.50%	49.50%	50.00%	Yes
	CL30L-12 (30-60-)(O1)(THP-2) :	\$ 828.48	48.50%	49.50%	50.00%	Yes
	CL30L-12 (30-60-)(O1)(THP-3) :	\$ 887.26	48.50%	49.50%	50.00%	Yes
	CL30L-12 (30-72-)(O1)(THP-2) :	\$ 849.55	48.50%	49.50%	50.00%	Yes
	CL30L-12 (30-72-)(O1)(THP-3) :	\$ 907.22	48.50%	49.50%	50.00%	Yes
	CL30L-12 (36-45-)(O1)(THP-2) :	\$ 689.84	48.50%	49.50%	50.00%	Yes
	CL30L-12 (36-45-)(O1)(THP-3) :	\$ 743.08	48.50%	49.50%	50.00%	Yes
	CL30L-12 (36-60-)(O1)(THP-2) :	\$ 834.73	48.50%	49.50%	50.00%	Yes
	CL30L-12 (36-60-)(O1)(THP-3) :	\$ 891.69	48.50%	49.50%	50.00%	Yes
	CL30L-12 (36-72-)(O1)(THP-2) :	\$ 853.98	48.50%	49.50%	50.00%	Yes
	CL30L-12 (36-72-)(O1)(THP-3) :	\$ 910.55	48.50%	49.50%	50.00%	Yes
	CL30L-02 (36-36-)(O1)(THP-2) Studs, Table Base, 4 Legs (Square)	\$ 553.43	48.50%	49.50%	50.00%	Yes
	CL30L-02 (36-36-)(O1)(THP-3) :	\$ 654.35	48.50%	49.50%	50.00%	Yes
	CL30L-02 (42-42-)(O1)(THP-2) :	\$ 800.75	48.50%	49.50%	50.00%	Yes
	CL30L-02 (42-42-)(O1)(THP-3) :	\$ 811.84	48.50%	49.50%	50.00%	Yes
	CL30L-01 (36RD)(O1)(THP-2) Studs, Table Base, 4 Legs (Round)	\$ 572.28	48.50%	49.50%	50.00%	Yes
	CL30L-01 (36RD)(O1)(THP-3) :	\$ 812.95	48.50%	49.50%	50.00%	Yes
	CL30L-01 (42RD)(O1)(THP-2) :	\$ 617.75	48.50%	49.50%	50.00%	Yes
	CL30L-01 (48RD)(O1)(THP-2) :	\$ 920.53	48.50%	49.50%	50.00%	Yes
	CL30T-12 (30-60-)(O1)(THP-2) Wood Tonic Base (Rect)	\$ 871.73	48.50%	49.50%	50.00%	Yes
	CL30T-12 (30-60-)(O1)(THP-3) :	\$ 913.87	48.50%	49.50%	50.00%	Yes
	CL30T-12 (30-72-)(O1)(THP-2) :	\$ 969.33	48.50%	49.50%	50.00%	Yes
	CL30T-12 (30-72-)(O1)(THP-3) :	\$ 1,015.91	48.50%	49.50%	50.00%	Yes
	CL30T-12 (36-60-)(O1)(THP-2) :	\$ 875.06	48.50%	49.50%	50.00%	Yes
	CL30T-12 (36-60-)(O1)(THP-3) :	\$ 919.42	48.50%	49.50%	50.00%	Yes
	CL30T-12 (36-72-)(O1)(THP-2) :	\$ 969.33	48.50%	49.50%	50.00%	Yes

Tables

CL30T-12 (36-72-XO1)(THP-3):	\$	1,015.71	48.50%	49.50%	50.00%	Yes
MP30X-02 (30-30-XO1)(THP-2)	\$	431.43	48.50%	49.50%	50.00%	Yes
Square Top X Metal Base						
MP30X-02 (30-30-XO1)(THP-3):	\$	479.12	48.50%	49.50%	50.00%	Yes
MP30X-02 (36-36-XO1)(THP-2):	\$	521.26	48.50%	49.50%	50.00%	Yes
MP30X-02 (36-36-XO1)(THP-3):	\$	568.95	48.50%	49.50%	50.00%	Yes
MP30X-02 (42-42-XO1)(THP-2):	\$	578.94	48.50%	49.50%	50.00%	Yes
MP30X-02 (42-42-XO1)(THP-3):	\$	627.73	48.50%	49.50%	50.00%	Yes
MP30R-01 (FR)	\$	453.71	48.50%	49.50%	50.00%	Yes
Round Top Round Metal Base + Footrest						
MP30R-01	\$	453.71	48.50%	49.50%	50.00%	Yes
Round Top Round Metal Base						
MP30X-02 (48-48-XO1)(THP-2)	\$	776.35	48.50%	49.50%	50.00%	Yes
Square Top X Metal Base						
MP30X-02 (48-48-XO1)(THP-3):	\$	825.15	48.50%	49.50%	50.00%	Yes
MP30X-01 (36RD)(O1)(THP-2)	\$	466.92	48.50%	49.50%	50.00%	Yes
Round Top X Metal Base						
MP30X-01 (36RD)(O1)(THP-2):	\$	556.75	48.50%	49.50%	50.00%	Yes
MP30X-01 (42RD)(O1)(THP-2):	\$	689.84	48.50%	49.50%	50.00%	Yes
MP30X-01 (48RD)(O1)(THP-2):	\$	886.15	48.50%	49.50%	50.00%	Yes
MP30L-12	\$	1,014.82	48.50%	49.50%	50.00%	Yes
Rect Top Steel Metal Base						
MP30T-12	\$	921.22	48.50%	49.50%	50.00%	Yes
Rect Top Metal Trestle Base						
MP30L-12	\$	512.87	48.50%	49.50%	50.00%	Yes
Rect Top 4 Metal Leg						
CL30X-02 (36-36-XO1)(THP-2)	\$	651.34	48.50%	49.50%	50.00%	Yes
Square Top Wood X Base						
CL30X-02 (36-36-XO1)(THP-3)	\$	687.62	48.50%	49.50%	50.00%	Yes
CL30X-01 (36RD)(O1)(THP-2)	\$	673.21	48.50%	49.50%	50.00%	Yes
Round Top Wood X Base						
CL30X-01 (42RD)(O1)(THP-2):	\$	911.66	48.50%	49.50%	50.00%	Yes
CL30X-01 (48RD)(O1)(THP-2):	\$	929.40	48.50%	49.50%	50.00%	Yes
CL30X-04	\$	679.69	48.50%	49.50%	50.00%	Yes
Square Top, Drop Leaf, X Wood						
CL30X-05	\$	921.31	48.50%	49.50%	50.00%	Yes
Oval Top Trestle X Wood Base						
CP30L-02 Priced at Time of Request						Yes
Square Top, 4 Leg Metal Frame						
- optional series						
CL30V-02	\$	-	48.50%	49.50%	50.00%	Yes
Square Top, 4 Wood Tapered Leg						
CL30L-02:	\$	595.00	48.50%	49.50%	50.00%	Yes
MP30L-05	\$	555.42	48.50%	49.50%	50.00%	Yes
Oval Top, 4 Metal Leg						
- Metric series						
8130-36RDH(MB)(O1)(THP-2):	\$	621.95	48.50%	49.50%	50.00%	Yes
8130-36RDH(MB)(O1)(THP-2):	\$	924.73	48.50%	49.50%	50.00%	Yes
8130-42RDH(MB)(O1)(THP-2):	\$	853.38	48.50%	49.50%	50.00%	Yes
8130-48RDH(MB)(O1)(THP-2):	\$	948.59	48.50%	49.50%	50.00%	Yes
ST085-01 (O1)						
Shel Base Desk Chair		\$328.40				Yes
Solid Hardwood Seat and Back			48.50%	49.50%	50.00%	
ST085-01 (M1):		\$421.51	48.50%	49.50%	50.00%	Yes
ST086-01 (O1)						
Shel Base Desk Chair		\$328.40	48.50%	49.50%	50.00%	Yes
Solid Hardwood Back and Upholstered Seat (PRICED W/ GRADE B FABRIC)						
ST086-01 (M1):		\$376.14	48.50%	49.50%	50.00%	Yes
ST085-02						
Shel Base Desk Chair w/ Arm		\$347.05	48.50%	49.50%	50.00%	Yes
Solid Hardwood Seat and Back						
ST087-02						
Shel Base Desk Chair w/ Arm		\$387.15	48.50%	49.50%	50.00%	Yes
Solid Hardwood Frame and Upholstered Seat and Back						
(PRICED W/ GRADE B FABRIC)						
ST097-02:		\$418.75	48.50%	49.50%	50.00%	Yes
ST077-02:		\$347.05	48.50%	49.50%	50.00%	Yes
ST087-01 (O1)						
Shel Base Desk Chair		\$328.40	48.50%	49.50%	50.00%	Yes
Solid Hardwood Frame and Upholstered Seat and Back						
(PRICED W/ GRADE B FABRIC)						
ST087-01 (M1):		\$338.89	48.50%	49.50%	50.00%	Yes
ST095-01 (O1)						
Two Position Desk Chair		\$366.83	48.50%	49.50%	50.00%	Yes
Solid Hardwood Seat and Back						
ST095-01 (M1):		\$526.89	48.50%	49.50%	50.00%	Yes
ST096-01 (O1)						
Two Position Desk Chair		\$366.83	48.50%	49.50%	50.00%	Yes
Solid Hardwood Back and Upholstered Seat (PRICED W/ GRADE B FABRIC)						
ST096-01 (M1):		\$405.95	48.50%	49.50%	50.00%	Yes
ST097-01 (O1)						
Two Position Desk Chair		\$366.83	48.50%	49.50%	50.00%	Yes
Solid Hardwood Frame and Upholstered Seat and Back						
(PRICED W/ GRADE B FABRIC)						
ST097-01 (M1):		\$394.77	48.50%	49.50%	50.00%	Yes
ST0VB-01 (O1)						
Mission Style Chair		\$366.83	48.50%	49.50%	50.00%	Yes
Solid Hardwood Seat and Back						
ST0VB-01 (M1):		\$611.91	48.50%	49.50%	50.00%	Yes
ST0VB-02:		\$192.51	48.50%	49.50%	50.00%	Yes
STMSA-01:		\$104.88	48.50%	49.50%	50.00%	Yes
STMSA-02:		\$147.83	48.50%	49.50%	50.00%	Yes
STJVE-01 Priced at Time of Request:		\$0.00	48.50%	49.50%	50.00%	Yes
STJVE-02 Priced at Time of Request:		\$0.00	48.50%	49.50%	50.00%	Yes
STJVA-01 Priced at Time of Request:		\$0.00	48.50%	49.50%	50.00%	Yes
STSNP-01 Priced at Time of Request:		\$0.00	48.50%	49.50%	50.00%	Yes
STENT-01 Priced at Time of Request:		\$0.00	48.50%	49.50%	50.00%	Yes
819086 (O1)						
Mission Style Chair		\$366.83	48.50%	49.50%	50.00%	Yes
Solid Hardwood Back and Upholstered Seat (PRICED W/ GRADE B FABRIC)						
819086 (M1):		\$611.91	48.50%	49.50%	50.00%	Yes
816087 (O1)						
Mission Style Chair		\$344.70	48.50%	49.50%	50.00%	Yes
Solid Hardwood Frame and Upholstered Seat and Back						
(PRICED W/ GRADE B FABRIC)						
816087 (M1):		\$354.46	48.50%	49.50%	50.00%	Yes
ST075-01 (O1)						
Four Leg Chair		\$328.40	48.50%	49.50%	50.00%	Yes
Solid Hardwood Seat and Back						
ST075-01 (M1):		\$361.23	48.50%	49.50%	50.00%	Yes
ST076-01 (O1)						
Four Leg Chair		\$328.40	48.50%	49.50%	50.00%	Yes
Solid Hardwood Back and Upholstered Seat (PRICED W/ GRADE B FABRIC)						
ST076-01 (M1):		\$371.46	48.50%	49.50%	50.00%	Yes
ST077-01 (O1)						
Four Leg Chair		\$328.40	48.50%	49.50%	50.00%	Yes
Solid Hardwood Frame and Upholstered Seat and Back						
(PRICED W/ GRADE B FABRIC)						
ST077-01 (M1):		\$371.46	48.50%	49.50%	50.00%	Yes
ST087-03 (O1)						
Shel Base Bar Stool with Solid Hardwood Frame and Upholstered Seat and Back		\$468.14	48.50%	49.50%	50.00%	Yes
(PRICED W/ GRADE B FABRIC)						
ST087-03 (M1):		\$524.50	48.50%	49.50%	50.00%	Yes
ST085-03 (O1)						
Shel Base Bar Stool with Solid Hardwood Seat and Back		\$468.14	48.50%	49.50%	50.00%	Yes
ST085-03 (M1):		\$481.19	48.50%	49.50%	50.00%	Yes

Chairs/Barstools

	ST086-03 (O1) Sled Base Bar Stool with Solid Hardwood Back and Upholstered Seat (PREF ID W/ GRADE B FABRIC)	\$468.14				Yes
	ST086-03 (M1)	\$524.50	48.50%	49.50%	50.00%	Yes
	ST077-03 (O1) 4 Legged Bar Stool with Solid Hardwood Frame and Upholstered Seat and Back (PREF ID W/ GRADE B FABRIC)	\$468.14	48.50%	49.50%	50.00%	Yes
Coffee Tables	ST077-03 (M1)	\$529.52	48.50%	49.50%	50.00%	Yes
	ST075-03 (O1) 4 Legged Bar Stool with Solid Hardwood Seat and Back 18.75"x36.10"x35"x36.06"x4	\$468.14	48.50%	49.50%	50.00%	Yes
	ST075-03 (M1)	\$529.52	48.50%	49.50%	50.00%	Yes
	ST075-04	\$454.50	48.50%	49.50%	50.00%	Yes
	ST076-03 (O1) 4 Legged Bar Stool with Upholstered Seat and Solidwood Back (PREF ID W/ GRADE B FABRIC)	\$468.14	48.50%	49.50%	50.00%	Yes
	ST076-03 (M1)	\$529.52	48.50%	49.50%	50.00%	Yes
	R16085-B5 (O1) 4 legged barstool, upholstered Seat and back (PREF ID W/ GRADE B FABRIC)	\$471.60	48.50%	49.50%	50.00%	Yes
	R16085-B5 (M1)	\$549.89	48.50%	49.50%	50.00%	Yes
	R16086-B5 (O1) 4 Legged Wood Seat and Back	\$499.90	48.50%	49.50%	50.00%	Yes
	R16086-B5 (M1)	\$665.45	48.50%	49.50%	50.00%	Yes
	R19086-B5 (O1) Mission Style Barstool, Upholstered Seat, 4 Legs, Slat Back. (PREF ID W/ GRADE B FABRIC)	\$468.14	48.50%	49.50%	50.00%	Yes
	R19086-B5 (M1)	\$529.52	48.50%	49.50%	50.00%	Yes
	R19085-B5 (O1) Mission Style Barstool Wood Seat 4 legs Slat Back	\$468.14	48.50%	49.50%	50.00%	Yes
	R19085-B5 (M1)	\$529.52	48.50%	49.50%	50.00%	Yes
	CLC27-01 (42-22-JO1) Sled Base Coffee Table	\$372.25	48.50%	49.50%	50.00%	Yes
	CLC27-01 (48-48-JO1) Sled Base Large Coffee Table	\$538.05	48.50%	49.50%	50.00%	Yes
	CLC28-01 (42-22-JO1) Panel End End Coffee Table	\$350.86	48.50%	49.50%	50.00%	Yes
	CLC28-01 (48-48-JO1) Panel End End Large Coffee Table	\$602.24	48.50%	49.50%	50.00%	Yes
	CLC47-02 (42-22-JO1) Four Legged Coffee Table	\$367.97	48.50%	49.50%	50.00%	Yes
	CLC47-02 (48-48-JO1) Four Legged Large Coffee Table	\$601.70	48.50%	49.50%	50.00%	Yes
End/Accent Tables	CLC47-01 (42-22-JO1) Four Legged Coffee Table + Shelf	\$498.48	48.50%	49.50%	50.00%	Yes
	CLC47-01 (48-48-JO1) Four Legged Large Coffee Table + Shelf	\$668.55	48.50%	49.50%	50.00%	Yes
	MSC47-01 (42-22-JO1) Mission Coffee Table	\$660.60	48.50%	49.50%	50.00%	Yes
	CLC47-04 (48XO1) Round Coffee Table	\$446.06	48.50%	49.50%	50.00%	Yes
	SLC50-01	\$531.61	48.50%	49.50%	50.00%	Yes
	MPIC27-01	\$368.46	48.50%	49.50%	50.00%	Yes
	MPIC32-01	\$443.10	48.50%	49.50%	50.00%	Yes
	MPIC32-02	\$374.59	48.50%	49.50%	50.00%	Yes
	CLT27-01 (22-26-JO1) Sled Base End Table	\$361.13	48.50%	49.50%	50.00%	Yes
	CLT27-01 (28-28-JO1) Sled Base Corner Table	\$391.51	48.50%	49.50%	50.00%	Yes
	CLT28-01 (22-26-JO1) Panel End End Table	\$366.90	48.50%	49.50%	50.00%	Yes
	CLT28-01 (28-28-JO1) Panel End End Corner Table	\$391.51	48.50%	49.50%	50.00%	Yes
	CLT47-02 (22-26-JO1) Four Legged End Table	\$336.95	48.50%	49.50%	50.00%	Yes
	CLT47-02 (28-28-JO1) Four Legged Corner Table	\$379.74	48.50%	49.50%	50.00%	Yes
	CLT47-01 (22-26-JO1) Four Legged End Table + Shelf	\$468.53	48.50%	49.50%	50.00%	Yes
	CLT47-01 (28-28-JO1) Four Legged Corner Table + Shelf	\$498.48	48.50%	49.50%	50.00%	Yes
	MST47-01 (22-26-JO1) Mission End Table	\$660.45	48.50%	49.50%	50.00%	Yes
	MST47-01 (28-28-JO1) Mission Corner Table	\$659.66	48.50%	49.50%	50.00%	Yes
	CLT47-04 (24JO1) Round End Table	\$363.69	48.50%	49.50%	50.00%	Yes
	CLT47-04 (30JO1) Round Corner Table	\$400.05	48.50%	49.50%	50.00%	Yes
Sofas	SLT50-01	\$481.31	48.50%	49.50%	50.00%	Yes
	MPIT27-01	\$359.08	48.50%	49.50%	50.00%	Yes
	MPIT27-02	\$368.46	48.50%	49.50%	50.00%	Yes
	MPIT32-01	\$404.12	48.50%	49.50%	50.00%	Yes
	LSISB-04	\$1,890.32	48.50%	49.50%	50.00%	Yes
	LSISE-04	\$2,016.26	48.50%	49.50%	50.00%	Yes
	LSIMS-04	\$2,480.06	48.50%	49.50%	50.00%	Yes
	LSBGA-04	\$2,540.61	48.50%	49.50%	50.00%	Yes
	LSPCY-04 Park City Sofa	\$2,137.44	48.50%	49.50%	50.00%	Yes
	LSSUM-04 Summerwood Sofa	\$2,254.03	48.50%	49.50%	50.00%	Yes
	LSCON-04 Contour Sofa	\$2,526.07	48.50%	49.50%	50.00%	Yes
	LSWCP-04 SEC Sofa	\$2,487.21	48.50%	49.50%	50.00%	Yes
	LSILE-04 Open End Sofa	\$2,016.25	48.50%	49.50%	50.00%	Yes
	LSSEC-01 Barnol W/ Arms Sofa	\$2,111.54	48.50%	49.50%	50.00%	Yes
	LSBGO-04 Barnol Armless Sofa	\$2,111.54	48.50%	49.50%	50.00%	Yes
	LSISB-02	\$1,363.55	48.50%	49.50%	50.00%	Yes
	LSISE-02	\$1,450.74	48.50%	49.50%	50.00%	Yes
	LSIMS-02	\$1,835.82	48.50%	49.50%	50.00%	Yes
	LSBGA-02	\$1,849.15	48.50%	49.50%	50.00%	Yes
	LSPCY-02 Park City Settee	\$1,722.91	48.50%	49.50%	50.00%	Yes
Settees	LSSUM-02 Summerwood Settee	\$1,852.45	48.50%	49.50%	50.00%	Yes
	LSCON-02 Contour Settee	\$2,085.63	48.50%	49.50%	50.00%	Yes
	LSWCP-02 SEC Settee	\$1,722.91	48.50%	49.50%	50.00%	Yes
	LSILE-02 Open End Settee	\$1,450.73	48.50%	49.50%	50.00%	Yes
	LSSEC-02 Barnol W/ Arms Settee	\$1,722.91	48.50%	49.50%	50.00%	Yes
	LSBGO-02 Barnol Armless Settee	\$1,722.91	48.50%	49.50%	50.00%	Yes
	LSISB-01	\$831.94	48.50%	49.50%	50.00%	Yes
	LSISE-01	\$914.28	48.50%	49.50%	50.00%	Yes
	LSIMS-01	\$1,118.11	48.50%	49.50%	50.00%	Yes
	LSBGA-01	\$1,210.97	48.50%	49.50%	50.00%	Yes
	LSPCY-01	\$1,321.33	48.50%	49.50%	50.00%	Yes
	LSSUM-01 Summerwood Chair	\$1,412.01	48.50%	49.50%	50.00%	Yes
	LSCON-01 Contour Chair	\$1,567.46	48.50%	49.50%	50.00%	Yes
	LSWCP-01 SEC Chair	\$1,334.28	48.50%	49.50%	50.00%	Yes
	LSILE-01 Open End Chair	\$887.66	48.50%	49.50%	50.00%	Yes
	LSOCH-01 Call for Price	\$0.00	48.50%	49.50%	50.00%	Yes
	LSSEC-01 Barnol W/ Arms Chair	\$1,282.47	48.50%	49.50%	50.00%	Yes
	LSBGO-01 Barnol Armless Chair	\$1,282.47	48.50%	49.50%	50.00%	Yes
	LSOCH-02 Ottoman	\$0.00				Yes
	LSOCH-02 Ottoman	\$607.59	48.50%	49.50%	50.00%	Yes

Accessories

Media Cabinets

LSOTT-01 Onnenu	\$607.59	48.50%	49.50%	50.00%	Yes
CLE20-03 (HP1) 2 Drawer Entertainment Unit with 2 Shelves 30W" x 22"D x 66" H	\$863.51	48.50%	49.50%	50.00%	Yes
CLE20-03 (V1):	\$804.18	48.50%	49.50%	50.00%	Yes
CLE20-03 (V2):	\$861.31	48.50%	49.50%	50.00%	Yes
CLE20-03 (O1):	\$926.13	48.50%	49.50%	50.00%	Yes
CLE20-03 (M1):	\$1,110.07	48.50%	49.50%	50.00%	Yes
CLE30-03 (HP1) 1 Drawer Entertainment Unit with 2 Shelves 30W" x 22"D x 66" H	\$1,014.30	48.50%	49.50%	50.00%	Yes
CLE30-03 (V1):	\$937.44	48.50%	49.50%	50.00%	Yes
CLE30-03 (V2):	\$1,014.30	48.50%	49.50%	50.00%	Yes
CLE30-03 (O1):	\$1,092.32	48.50%	49.50%	50.00%	Yes
CLE30-03 (M1):	\$1,099.72	48.50%	49.50%	50.00%	Yes
CLE40-03 (HP1) 4 Drawer Entertainment Unit with 2 Shelves 30W" x 22"D x 66" H	\$1,150.55	48.50%	49.50%	50.00%	Yes
CLE40-03 (V1):	\$1,085.34	48.50%	49.50%	50.00%	Yes
CLE40-03 (V2):	\$1,161.03	48.50%	49.50%	50.00%	Yes
CLE40-03 (O1):	\$1,257.69	48.50%	49.50%	50.00%	Yes
CLE40-03 (M1):	\$1,294.48	48.50%	49.50%	50.00%	Yes
CLE02-01 (HP1) TV Stand (2 door + 1 adj shelf)	\$647.48	48.50%	49.50%	50.00%	Yes
CLE02-01 (V1):	\$599.73	48.50%	49.50%	50.00%	Yes
CLE02-01 (V2):	\$674.26	48.50%	49.50%	50.00%	Yes
CLE02-01 (O1):	\$606.72	48.50%	49.50%	50.00%	Yes
CLE02-01 (M1):	\$680.17	48.50%	49.50%	50.00%	Yes
MSE20-01 Mission - 3 drawer dresser 7 unit shelf media unit	\$919.52	48.50%	49.50%	50.00%	Yes
SSE20-01 San Simon - 2 drawer low 3 unit shelf media unit	\$841.63	48.50%	49.50%	50.00%	Yes
MPE00-02 metal frame w/ lower shelf media unit	\$404.12	48.50%	49.50%	50.00%	Yes
MPE00-01 2 shelf solid base media unit	\$490.59	48.50%	49.50%	50.00%	Yes
FFE02-01 2 door (1 adj shelf) 1 unit shelf media unit	\$690.46	48.50%	49.50%	50.00%	Yes
FFE22-01 2 lower draw, 2 glass door, middle shelving media unit	\$826.32	48.50%	49.50%	50.00%	Yes
GRE02-01 2 door (1 adj shelf) 1 unit shelf media unit	\$661.20	48.50%	49.50%	50.00%	Yes
GRE30-01 1 drawer, 1 unit shelf media unit	\$638.77	48.50%	49.50%	50.00%	Yes
CLE40-01 4 drawer, 1 unit shelf media unit	\$762.16	48.50%	49.50%	50.00%	Yes
SDE00-01 4 low frame, 1 open entertainment media unit	\$670.95	48.50%	49.50%	50.00%	Yes
SDE02-01 4 lower low frame, 2 door, middle shelving media unit	\$655.15	48.50%	49.50%	50.00%	Yes
SSDDF093675	\$ 317.24	33.00%	34%	35%	Yes
SSDDF093680	\$ 324.45	33.00%	34%	35%	Yes
SSDDF093875	\$ 338.87	33.00%	34%	35%	Yes
SSDDF093880	\$ 338.87	33.00%	34%	35%	Yes
SSDDF095375	\$ 417.15	33.00%	34%	35%	Yes
SSDDF095380	\$ 432.60	33.00%	34%	35%	Yes
SSDDF096080	\$ 473.80	33.00%	34%	35%	Yes
SSDDF083675	\$ 288.40	33.00%	34%	35%	Yes
SSDDF083680	\$ 298.70	33.00%	34%	35%	Yes
SSDDF083875	\$ 306.94	33.00%	34%	35%	Yes
SSDDF083880	\$ 306.94	33.00%	34%	35%	Yes
SSDDF085375	\$ 365.65	33.00%	34%	35%	Yes
SSDDF085380	\$ 381.10	33.00%	34%	35%	Yes
SSDDF086080	\$ 437.75	33.00%	34%	35%	Yes
SSDDF073675	\$ 275.01	33.00%	34%	35%	Yes
SSDDF073680	\$ 283.25	33.00%	34%	35%	Yes
SSDDF073875	\$ 286.34	33.00%	34%	35%	Yes
SSDDF073880	\$ 286.34	33.00%	34%	35%	Yes
SSDDF075375	\$ 334.75	33.00%	34%	35%	Yes
SSDDF075380	\$ 345.05	33.00%	34%	35%	Yes
SSDDF076080	\$ 386.25	33.00%	34%	35%	Yes
SSDDF063675	\$ 257.50	33.00%	34%	35%	Yes
SSDDF063680	\$ 267.80	33.00%	34%	35%	Yes
SSDDF063875	\$ 264.71	33.00%	34%	35%	Yes
SSDDF063880	\$ 275.01	33.00%	34%	35%	Yes
SSDDF065375	\$ 324.45	33.00%	34%	35%	Yes
SSDDF065380	\$ 331.66	33.00%	34%	35%	Yes
SSDDF066080	\$ 375.95	33.00%	34%	35%	Yes
SS3112BNV093675	\$ 264.71	33.00%	34%	35%	Yes
SS3112BNV093680	\$ 275.01	33.00%	34%	35%	Yes
SS3112BNV093875	\$ 285.31	33.00%	34%	35%	Yes
SS3112BNV093880	\$ 291.49	33.00%	34%	35%	Yes
SS3112BNV095375	\$ 437.75	33.00%	34%	35%	Yes
SS3112BNV095380	\$ 478.95	33.00%	34%	35%	Yes
SS3112BNV096080	\$ 540.75	33.00%	34%	35%	Yes
SS2312BNV083675	\$ 250.29	33.00%	34%	35%	Yes
SS2312BNV083680	\$ 260.59	33.00%	34%	35%	Yes
SS2312BNV083875	\$ 270.89	33.00%	34%	35%	Yes
SS2312BNV083880	\$ 277.07	33.00%	34%	35%	Yes
SS2312BNV085375	\$ 423.33	33.00%	34%	35%	Yes
SS2312BNV085380	\$ 464.53	33.00%	34%	35%	Yes
SS2312BNV086080	\$ 526.33	33.00%	34%	35%	Yes
SS1312BNV073675	\$ 237.93	33.00%	34%	35%	Yes
SS1312BNV073680	\$ 248.23	33.00%	34%	35%	Yes
SS1312BNV073875	\$ 258.53	33.00%	34%	35%	Yes
SS1312BNV073880	\$ 264.71	33.00%	34%	35%	Yes
SS1312BNV075375	\$ 410.97	33.00%	34%	35%	Yes
SS1312BNV075380	\$ 452.17	33.00%	34%	35%	Yes
SS1312BNV076080	\$ 513.97	33.00%	34%	35%	Yes
SS3364BNV093675	\$ 280.16	33.00%	34%	35%	Yes
SS3364BNV093680	\$ 290.46	33.00%	34%	35%	Yes
SS3364BNV093875	\$ 300.76	33.00%	34%	35%	Yes

Mattresses

SS3364INV093880	\$	306.94	33.00%	34%	35%	Yes
SS3364INV095375	\$	453.20	33.00%	34%	35%	Yes
SS3364INV095380	\$	494.40	33.00%	34%	35%	Yes
SS3364INV096080	\$	556.20	33.00%	34%	35%	Yes
SS2364INV083675	\$	265.74	33.00%	34%	35%	Yes
SS2364INV083680	\$	276.04	33.00%	34%	35%	Yes
SS2364INV083875	\$	286.34	33.00%	34%	35%	Yes
SS2364INV083880	\$	292.52	33.00%	34%	35%	Yes
SS2364INV085375	\$	438.78	33.00%	34%	35%	Yes
SS2364INV085380	\$	479.98	33.00%	34%	35%	Yes
SS2364INV086080	\$	541.78	33.00%	34%	35%	Yes
SS1364INV073675	\$	253.38	33.00%	34%	35%	Yes
SS1364INV073680	\$	263.68	33.00%	34%	35%	Yes
SS1364INV073875	\$	273.98	33.00%	34%	35%	Yes
SS1364INV073880	\$	280.16	33.00%	34%	35%	Yes
SS1364INV075375	\$	426.42	33.00%	34%	35%	Yes
SS1364INV075380	\$	467.62	33.00%	34%	35%	Yes
SS1364INV076080	\$	529.42	33.00%	34%	35%	Yes
SS3312IT093675	\$	249.26	33.00%	34%	35%	Yes
SS3312IT093680	\$	259.56	33.00%	34%	35%	Yes
SS3312IT093875	\$	269.86	33.00%	34%	35%	Yes
SS3312IT093880	\$	276.04	33.00%	34%	35%	Yes
SS3312IT095375	\$	422.30	33.00%	34%	35%	Yes
SS3312IT095380	\$	463.50	33.00%	34%	35%	Yes
SS3312IT096080	\$	525.30	33.00%	34%	35%	Yes
SS2312IT083675	\$	235.87	33.00%	34%	35%	Yes
SS2312IT083680	\$	246.17	33.00%	34%	35%	Yes
SS2312IT083875	\$	256.47	33.00%	34%	35%	Yes
SS2312IT083880	\$	262.65	33.00%	34%	35%	Yes
SS2312IT085375	\$	408.91	33.00%	34%	35%	Yes
SS2312IT085380	\$	450.11	33.00%	34%	35%	Yes
SS2312IT086080	\$	511.91	33.00%	34%	35%	Yes
SS1312IT073675	\$	225.57	33.00%	34%	35%	Yes
SS1312IT073680	\$	235.87	33.00%	34%	35%	Yes
SS1312IT073875	\$	246.17	33.00%	34%	35%	Yes
SS1312IT073880	\$	252.35	33.00%	34%	35%	Yes
SS1312IT075375	\$	398.61	33.00%	34%	35%	Yes
SS1312IT075380	\$	439.81	33.00%	34%	35%	Yes
SS1312IT076080	\$	501.61	33.00%	34%	35%	Yes
SS3364TT093675	\$	264.71	33.00%	34%	35%	Yes
SS3364TT093680	\$	275.01	33.00%	34%	35%	Yes
SS3364TT093875	\$	285.31	33.00%	34%	35%	Yes
SS3364TT093880	\$	291.49	33.00%	34%	35%	Yes
SS3364TT095375	\$	437.75	33.00%	34%	35%	Yes
SS3364TT095380	\$	478.95	33.00%	34%	35%	Yes
SS3364TT096080	\$	540.75	33.00%	34%	35%	Yes
SS2364TT083675	\$	251.32	33.00%	34%	35%	Yes
SS2364TT083680	\$	261.62	33.00%	34%	35%	Yes
SS2364TT083875	\$	271.92	33.00%	34%	35%	Yes
SS2364TT083880	\$	278.10	33.00%	34%	35%	Yes
SS2364TT085375	\$	424.36	33.00%	34%	35%	Yes
SS2364TT085380	\$	465.56	33.00%	34%	35%	Yes
SS2364TT086080	\$	527.36	33.00%	34%	35%	Yes
SS1364TT073675	\$	241.02	33.00%	34%	35%	Yes
SS1364TT073680	\$	251.32	33.00%	34%	35%	Yes
SS1364TT073875	\$	261.62	33.00%	34%	35%	Yes
SS1364TT073880	\$	267.80	33.00%	34%	35%	Yes
SS1364TT075375	\$	414.06	33.00%	34%	35%	Yes
SS1364TT075380	\$	455.26	33.00%	34%	35%	Yes
SS1364TT076080	\$	517.06	33.00%	34%	35%	Yes
SSFOENC073675	\$	286.34	33.00%	34%	35%	Yes
SSFOENC073680	\$	296.64	33.00%	34%	35%	Yes
SSFOENC073875	\$	303.85	33.00%	34%	35%	Yes
SSFOENC073880	\$	314.15	33.00%	34%	35%	Yes
SSFOENC075375	\$	365.65	33.00%	34%	35%	Yes
SSFOENC075380	\$	386.25	33.00%	34%	35%	Yes
SSFOENC083675	\$	324.45	33.00%	34%	35%	Yes
SSFOENC083680	\$	334.75	33.00%	34%	35%	Yes
SSFOENC083875	\$	345.05	33.00%	34%	35%	Yes
SSFOENC083880	\$	355.35	33.00%	34%	35%	Yes
SSFOENC085375	\$	406.85	33.00%	34%	35%	Yes
SSFOENC085380	\$	427.45	33.00%	34%	35%	Yes
SS364BRUT083880	\$	298.70	33.00%	34%	35%	Yes
SSIVMED063675	\$	618.00	33.00%	34%	35%	Yes
SSIVMED063680	\$	628.30	33.00%	34%	35%	Yes
SSIVMED063875	\$	638.60	33.00%	34%	35%	Yes
SSIVMED063880	\$	648.90	33.00%	34%	35%	Yes
SSIVMED065375	\$	721.00	33.00%	34%	35%	Yes
SSIVMED065380	\$	746.75	33.00%	34%	35%	Yes
SSIVMED066080	\$	824.00	33.00%	34%	35%	Yes
SSIVMED073675	\$	648.90	33.00%	34%	35%	Yes
SSIVMED073680	\$	659.20	33.00%	34%	35%	Yes
SSIVMED073875	\$	669.50	33.00%	34%	35%	Yes
SSIVMED073880	\$	679.80	33.00%	34%	35%	Yes
SSIVMED075375	\$	746.75	33.00%	34%	35%	Yes
SSIVMED075380	\$	772.50	33.00%	34%	35%	Yes

	SS1VMEDW76080	\$	849.75	33.00%	34%	35%	Yes	
	SS2312QLT093675	\$	264.71	33.00%	34%	35%	Yes	
	SS2312QLT093680	\$	285.31	33.00%	34%	35%	Yes	
	SS2312QLT093875	\$	307.97	33.00%	34%	35%	Yes	
	SS2312QLT093880	\$	326.51	33.00%	34%	35%	Yes	
	SS2312QLT095375	\$	386.25	33.00%	34%	35%	Yes	
	SS2312QLT095380	\$	408.91	33.00%	34%	35%	Yes	
	SS2312QLT096080	\$	437.75	33.00%	34%	35%	Yes	
	SS2364QLT093675	\$	280.16	33.00%	34%	35%	Yes	
	SS2364QLT093680	\$	300.76	33.00%	34%	35%	Yes	
	SS2364QLT093875	\$	321.36	33.00%	34%	35%	Yes	
	SS2364QLT093880	\$	341.96	33.00%	34%	35%	Yes	
	SS2364QLT095375	\$	401.70	33.00%	34%	35%	Yes	
	SS2364QLT095380	\$	424.36	33.00%	34%	35%	Yes	
	SS2364QLT096080	\$	453.20	33.00%	34%	35%	Yes	
	SKMEMGEL083875	\$	412.00	33.00%	34%	35%	Yes	
	SKMEMGEL083880	\$	422.30	33.00%	34%	35%	Yes	
	SKMEMGEL085375	\$	448.05	33.00%	34%	35%	Yes	
	SKMEMGEL085380	\$	463.50	33.00%	34%	35%	Yes	
	SKMEMGEL086080	\$	489.25	33.00%	34%	35%	Yes	
	SKMEMGEL087680	\$	540.75	33.00%	34%	35%	Yes	
	SKMEMGEL087284	\$	540.75	33.00%	34%	35%	Yes	
	SKMEMGEL103875	\$	463.50	33.00%	34%	35%	Yes	
	SKMEMGEL103880	\$	489.25	33.00%	34%	35%	Yes	
	SKMEMGEL105375	\$	592.25	33.00%	34%	35%	Yes	
	SKMEMGEL105380	\$	618.00	33.00%	34%	35%	Yes	
	SKMEMGEL106080	\$	659.20	33.00%	34%	35%	Yes	
	SKMEMGEL107680	\$	721.00	33.00%	34%	35%	Yes	
	SKMEMGEL107284	\$	721.00	33.00%	34%	35%	Yes	
	SS1SDPOCOIL953875	\$	412.00	33.00%	34%	35%	Yes	
	SS1SDPOCOIL953880	\$	437.75	33.00%	34%	35%	Yes	
	SS1SDPOCOIL955375	\$	484.10	33.00%	34%	35%	Yes	
	SS1SDPOCOIL055380	\$	499.55	33.00%	34%	35%	Yes	
	SS1SDPOCOIL956080	\$	551.05	33.00%	34%	35%	Yes	
	SS1SDPOCOIL957680	\$	602.55	33.00%	34%	35%	Yes	
	SS1SDEURO113875	\$	432.60	33.00%	34%	35%	Yes	
	SS1SDEURO113880	\$	463.50	33.00%	34%	35%	Yes	
	SS1SDEURO115375	\$	489.25	33.00%	34%	35%	Yes	
	SS1SDEURO115380	\$	504.70	33.00%	34%	35%	Yes	
	SS1SDEURO116080	\$	561.35	33.00%	34%	35%	Yes	
	SS1SDEURO117680	\$	618.00	33.00%	34%	35%	Yes	
		\$	1.03					

002343-Feb2021

Questionnaire Name: *	1 - Pricing Program Responses
Questionnaire Type:	Technical
Questionnaire Description:	Questions relating to 'Pricing Program', design

QUESTIONNAIRE NAME	SECTION NAME	QUESTION NUMBER
1 - Pricing Program Response:	-	1
1 - Pricing Program Response:	-	2

Questionnaire Name: *	2 - Company Profile and General Capabilities
Questionnaire Type:	Commercial
Questionnaire Description:	Company structure, qualifications, and capabilities

QUESTIONNAIRE NAME	SECTION NAME	QUESTION NUMBER
2 - Company Profile and General Capabilities	-	1
2 - Company Profile and General Capabilities	-	2
2 - Company Profile and General Capabilities	-	3
2 - Company Profile and General Capabilities	-	4
2 - Company Profile and General Capabilities	-	5
2 - Company Profile and General Capabilities	-	6
2 - Company Profile and General Capabilities	-	7
2 - Company Profile and General Capabilities	-	8
2 - Company Profile and General Capabilities	-	9
2 - Company Profile and General Capabilities	-	10
2 - Company Profile and General Capabilities	-	11
2 - Company Profile and General Capabilities	-	12
2 - Company Profile and General Capabilities	-	13
2 - Company Profile and General Capabilities	-	14
2 - Company Profile and General Capabilities	-	15
2 - Company Profile and General Capabilities	-	16
2 - Company Profile and General Capabilities	-	16.1
2 - Company Profile and General Capabilities	-	16.2
2 - Company Profile and General Capabilities	-	16.3
2 - Company Profile and General Capabilities	-	16.4

Questionnaire Name: *	3 - Services
Questionnaire Type:	Technical
Questionnaire Description:	Services Detail

QUESTIONNAIRE NAME	SECTION NAME	QUESTION NUMBER
3 - Services	-	1
3 - Services	-	2
3 - Services	-	3
3 - Services	-	4

3 - Services	-	5
3 - Services	-	6
3 - Services	-	7
3 - Services	-	8
3 - Services	-	9
3 - Services	-	10
3 - Services	-	11
3 - Services	-	12

Questionnaire Name: *	4 - Product & Pricing Terms	
Questionnaire Type:	Technical	
Questionnaire Description:	Product information and associated terms	

QUESTIONNAIRE NAME	SECTION NAME	QUESTION NUMBER
4 - Product & Pricing Terms	-	1
4 - Product & Pricing Terms	-	2
4 - Product & Pricing Terms	-	3
4 - Product & Pricing Terms	-	4

Questionnaire Name: *	5 - Sustainability	
Questionnaire Type:	Technical	
Questionnaire Description:	Company profile relative to Sustainability	

QUESTIONNAIRE NAME	SECTION NAME	QUESTION NUMBER
5 - Sustainability	-	1
5 - Sustainability	-	2
5 - Sustainability	-	3
5 - Sustainability	-	4
5 - Sustainability	-	5
5 - Sustainability	-	6
5 - Sustainability	-	7
5 - Sustainability	-	8
5 - Sustainability	-	9
5 - Sustainability	-	10
5 - Sustainability	-	11
5 - Sustainability	-	12
5 - Sustainability	-	13

igned to receive Pricing Program uploads

QUESTION TITLE	QUESTION WEIGHT
* Attachment #1 Pricing Program Workbook -Upload -Pr Tab 1 & Tab 2 Visuals - Please upload a file/catalog of pic -	100.00%

ilities

QUESTION TITLE	QUESTION WEIGHT
Company Profile - Provide an introduction and general de	8.00%
Company Certifications - Are you certified as a Small Busi	4.00%
Proposer's Staffing and Qualifications - Indicate the nam	3.00%
Direct Sales & Installation - Understanding all RFP respo	8.00%
Manufacturing Locations & Product Specialties - Please p	10.00%
Emergencies - What systems does your company have in	5.00%
* UC Specific Implementation Plan -A Proposer is require	4.00%
* Higher Ed Project References - Please detail 2 large pro	10.00%
* Company References - The Proposer should provide 3 r	7.00%
Ecommerce #1 - What type of contract specific catalogs (5.00%
Ecommerce #2 Current Capabilities- Who maintains you	3.00%
Ecommerce #3 Capabilities - Please detail your Invoicing	3.00%
E-Commerce #4 Platforms - Please specify which (if any)	3.00%
* Invoice Detail - Are you capable of detailing charges for	3.00%
* Payment Method - Please specify ALL of the payment n	3.00%
* NATIONAL PROGRAM - Please confirm your company v	21.00%
If Yes ,Exhibit A (UPLOAD) : "Response to National Coope	N/A
If Yes ,Exhibit B (UPLOAD) – Administration Agreement: (N/A
If Yes ,Exhibit F (UPLOAD) - Federal Funds Certifications –	N/A
If Yes ,Exhibit G (UPLOAD) - New Jersey Business – Propo	N/A

QUESTION TITLE	QUESTION WEIGHT
Installation - Please detail if you use in-house staff for ins	15.00%
Services Offered -Please detail here, the services you off	8.00%
Warehousing - Warehousing for 30 days is required free	7.00%
Returns - Please describe the returns policy and procedu	8.00%

Customer Service - Please describe customer service-sati	15.00%
Do you provide short-term rental options? If yes, please	9.00%
State how you will provide order management including	5.00%
Describe ability to schedule and meet furniture deliverie	8.00%
Do wardrobes, chests, and desks arrive fully assembled c	5.00%
Minimum order requirements shall not be allowed for Ti	5.00%
UC desires each piece of furniture be identified in a way	5.00%
* Customization - Are you able to customize? To what ex	10.00%

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QUESTION TITLE	QUESTION WEIGHT
* Total Catalog Offerings - Please upload a file/catalog (o	15.00%
* Warranty – Please detail your warranty program and th	40.00%
Product Quality - What differentiates your materials and	40.00%
Savings - In addition to unit pricing improvements and m	5.00%

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QUESTION TITLE	QUESTION WEIGHT
* UC Policy Review - The UC's Sustainable Procurement F -	
Do you have publicly declared carbon, water, and waste	5.00%
Is your company a Participant or Signatory to the UN Glo	5.00%
Is your company or any of its supply chain manufacturing	8.00%
Packaging - After reviewing the UC Sustainability Policy a	5.00%
End of life - Please detail any version of an end-of-life tak	13.00%
Parts Sales - Proposers are required to offer/sell parts for	7.00%
LEED - In alignment with the UC's Green Building Policy, i	15.00%
Product Certifications - Please detail all third party certifi	13.00%
Wood Certification and Sourcing - It is required that all w	5.00%
Your Suppliers - Please detail your policies and process a	5.00%
Can you provide the true weight of the furniture in your	6.00%
Refinishing -Do you provide refinishing/refurbishing serv	13.00%

RESPONSE OPTIONS

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RESPONSE OPTIONS

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Yes; No

RESPONSE OPTIONS

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-
-

Sustainable Furniture Inc.

Sustainable Furniture Inc. Attachment #1 Pricing Program Workbook Attached **Attached Files** : Sustainable Furniture
Sustainable Furniture Inc. UCOP Catalog Attached **Attached Files** : UCOP CATALOG 2021 RRev4.pdf

Sustainable Furniture Inc.

Sustainable Furniture Inc. was founded as a manufacturer of solid wood institutional furniture specifically designed to Sustainable Furniture Inc. has been certified by the State of California as a Small Business enterprise since March 2013 Overall account management of the UCOP contract will be maintained by Dan Slayton. He has served as the UCOP acc Sustainable Furniture Inc. manufactures ALL of our case good offerings. All services and value-added benefits are provi Sustainable Furniture Inc.'s primary manufacturing facility is located in Reno, Nevada. This location manufactures case We have well established relationships with carriers that have proven to be reliable. Furniture transportation is sched Sustainable Furniture Inc. has had the honor to be an awardee of the UCOP furniture contract for the last 6 years. As si University of DenverAndrew AmadorSenior Project ManagerFacilities Management & Planning303-910-4409 (mobile); University of Colorado, Boulder POC: Amin GheysarAssociate Director of Housing Facilities, Business Operations Phone Sustainable Furniture Inc. offers electronic versions of the following catalogs: UCOP, GSA, NSN Contract, and Commer Our technology infrastructure is handled "in-house" by our IT Manager.

Sustainable Furniture Inc. supports EDI transmission invoicing. We adapt our invoicing protocols based on individual c Sustainable Furniture Inc. utilizes the Oracle platform when billing under our National Stock Number government cont Yes, Sustainable Furniture Inc. is capable of detailing charges for services on invoices. Our current invoicing protocols i Sustainable Furniture Inc.'s preferred payment method is via ACH. We accept the following forms of payment; ACH, cr Yes

Sustainable Furniture Inc - Exhibit A Responses.pdf

Sustainable Furniture Inc - Exhibit B Exceptions to Omnia Partners Admin Agreement.pdf

Exhibit F - Federal Funds Certifications.pdf

Exhibit G - New Jersey Business Compliance.pdf

Sustainable Furniture Inc.

All installation services are provided "in-house". Sustainable Furniture Inc. is the parent company of Precision Finishing Sustainable Furniture Inc. offers several value-added services to customers. Our in-house Industrial Design Engineer w Sustainable Furniture Inc. offers warehousing of furniture, in a climate-controlled warehouse, for up to 30 days at no cl Return requests, of standard furniture items, must be submitted to management within 60-days of product delivery. F

At Sustainable Furniture Inc. we believe customer service, customer satisfaction, and after installation warranty service. Sustainable Furniture Inc. offers both short-term and long-term furniture rental options. We stock a variety of dorm room furniture. Effective order management begins with clear communication, organization, and ERP software. Upon receipt of a purchase order, Sustainable Furniture Inc. is proud to have established a reputation for on-time deliveries. This is accomplished with professional packaging. All wardrobes, chests, and desks manufactured by Sustainable Furniture Inc. are assembled in the factory and ship full. Sustainable Furniture Inc. does not have any minimum order requirements nor are there additional fees on small orders. Sustainable Furniture Inc. utilizes Enterprise Resource Planning (ERP) software. Our software uses a bar coding system. Sustainable Furniture understands that each campus has different needs and expectations in design and functionality.

Sustainable Furniture Inc.

Sustainable Furniture Inc - Tab 3 - Total Catalog Attached **Attached Files :** FullBrochureRev5-FINAL-FB.pdf

All solid wood products manufactured by Sustainable Furniture Inc. have a warranty of 25-years against defects in workmanship. Sustainable Furniture Inc. focuses on manufacturing products that are more durable from the outset with hardwood inlays. There are several advantages to consider when partnering with Sustainable Furniture Inc. for furniture procurement. S

Sustainable Furniture Inc.

Yes

Sustainable Furniture Inc. reclaims and repurposes solid hardwoods and maintains an inventory of those for repurposing. No

Sustainable Furniture Inc. nor any of our supply chain manufacturers are SA8000 Certified. All of our partner manufacturers are. Sustainable Furniture Inc. does not use packaging foam during product shipment. 100% recyclable corrugated cardboard is used. Sustainable Furniture Inc. provides for a take back program for UC Campuses at no charge, this service Does Not provide for a take back program for other customers. Sustainable Furniture Inc. stocks standard replacement parts that are universal across all our lines of furniture. Items sold by Sustainable Furniture Inc. routinely collaborates with architecture and interior design firms in the development of specifications. Sustainable Furniture Inc. maintains BIFMA Level Certification that mirrors Greenguard Gold Criteria: MAS Certified Greenguard. Sustainable Furniture Inc. does not source wood-based products, substrates or veneers from tropical forests or use virgin materials. Sustainable Furniture Inc. maintains a high standard when it comes to human rights and equal opportunity within the workplace. Sustainable Furniture Inc. currently maintains a digital primer for each item manufactured. This information can be applied to any item. Sustainable Furniture Inc. offers a program a refinishing program. This service can be provided for Sustainable Furniture Inc.

meet the special durability requirements of university and military housing. The principles have 25-years

ount manager since the current contract was awarded in 2015. He will continue to have several support
ded by Sustainable Furniture Inc. and or our sister company, Precision Finishing & Installation. The Ergon
: goods, beds, tables, and chairs for all of our product lines. Additional points of production include Mille
Jled in advance to prevent any unforeseen transportation issues. Other factors that are considered are f
uch, our transition to implement a new contract with UCOP will be seamless from the perspective of UC
303-871-4808 (office)Project Dollar Amount: \$570,502.99Project Scope: 502 sets of furniture (beds, che:
: (303) 735-1487email: amin.gheysar@colorado.eduBrigham Young UniversityPOC: Lynette McCoySuppl

ustomer needs. For example, many of our government and university customers utilize different secure

nclude detailing line by line each item and/or service purchased/rendered. For example, if an installation
edit card, and check. We have experience receiving ACH payments via PaymodeX, as this is the preferre

: and Installation ("PFI") who performs furniture installations. All PFI employees are vetted through an ex
orks with customers to create new furniture designs or adapt existing furniture designs to accommodate
harge. Monthly storage fees are assessed for warehousing of furniture beyond 30 days. Storage fees are
eturns of merchandise will only be accepted with written factory authorization. Unauthorized returns v

plays an important role in creating long-term relationships with our customers. Our sales staff are trained in both home furniture as well as lounge furniture commonly required in these scenarios that is available for immediate purchase. Upon order, an email confirmation will be sent within 1 business day to the ordering party. The sales staff maintains planning and well-established relationships with our shipping partners. Typically, furniture deliveries are made fully assembled. The collapsible wardrobes are shipped assembled and once placed in rooms do not require the

to identify each piece of furniture. Sustainable Furniture Inc. is open to discussions with UCOP on how to improve. To this end we make available our Industrial Design Engineer who utilizes state of the art software for 3-D

relationship and materials, exceeding the UCOP minimum warranty requirement by 5 years. All wood veneer and interior rib frame dry construction. This method of construction allows for ease of onsite repair or replacement. Specifically, UC campuses can count on the following which contribute to reductions in hard dollar costs and

going into new furniture items. Additionally, all metals, including old drawer glides, desk and table frames are

manufacturers are located in the United States or Canada and manage their respective companies in full compliance with applicable laws. Hard caps and hardened cardboard corners are utilized when packaging furniture for shipment in addition to the use of free freight or free labor to remove and place in trailers for transporting to our facilities. Recycling of materials such as drawer glides, castors, closet rods, handles, adjustable feet, bed hardware packs that include toolkits, and more. Certifications, design, and LEED credits. Sustainable Furniture Inc. can contribute to LEED credits ranging from LEED Gold to Platinum. Low-Emitting Materials Awarded to: Sustainable Furniture Inc. Category: Commercial. We do not use any redwood of any kind in the manufacturing of our furniture products or use any wood products treated with chemicals in our workplace. We require our suppliers to comply with this standard in their employment policies as well as

Sustainable Furniture Inc. products, or other manufacturers products. Our process includes removing old/existing furniture,

of experience working in the industry. As a case goods manufacturer, our business model emphasis is c

staff that will assist him in the management of the contract. Dan Slayton has worked in the furniture in
omic Snap Task Chair offered by Sustainable Furniture Inc. is manufactured by our affiliate, Buzz Seating.
rsburg, Ohio, specializing in solid hardwood chairs and solid hardwood components, New Philadelphia, C
olidays and weather to ensure on-time deliveries. While Sustainable Furniture Inc. does everything pos
campuses. Our contract management staff is currently in place. Upon successful contract award date of
sts, desks, and desktop hutches), manufactured in solid oak with natural finish. Installation of new furnitu
y and Logistics PurchasingPhone: (801) 422-7036email: lynette_mccoy@byu.eduLoyola Marymount Uni

tensive Federal Department of Defense background check prior to employment. PFI has implemented ar
campus specific needs. We also provide space planning services through 3-D modeling of furniture and
assessed at \$1.25 per square foot. We offer both short-term and long-term warehousing options. Sustai
will not be accepted. Return shipments for reasons other than warranted defects will be subject to re-ha

and from the very first day to realize that one of their primary responsibilities is to be attentive to the needs

project manager will reach out to the ordering customer to confirm the purchase order and obtain any preferences. Our campus include delivery to 1-2 locations on the campus. However, we can accommodate multiple shipments.

best to integrate our bar-coding system to track purchases and furniture items. Sustainable Furniture Inc. is a 3D modeling and furniture rendering. Through the collaboration efforts of the industrial design engineer, we can

er products manufactured by Sustainable Furniture carry a 10-year warranty as required in this RFP. 100% of our products are made in the USA and are far superior in strength to bolt and cam lock construction which is often referred to as "steel". We have relationships with multiple carrier lines to offer the lowest cost freight. Additionally, we are in

are separated and batched for recycling. Scrap plywood, "clean" Particle Board and MDF may be ground and

ice State and Federal laws, and all operate and endorse the elements of the standard regarding: • Child Labor • No plastic wrap. During furniture installation, crews collect all cardboard and plastic wrap to recycle in a bag. Recycling will be done at No Charge at our facility. Reclaimed hardwoods will be utilized in the manufacture of nightstands for service, task chair seats and pneumatic mechanisms, drawers, laminate tops, and wardrobes doors. We are LEED Silver LEED to Platinum LEED. Dan Slayton will be the point of contact and has developed the company contract and Dormitory Furniture – Casegoods Cert. Scheme: VOC Emissions Accredited ANSI/BIFMA e3-2013. We are free of arsenic. FSC Certification – Sustainable Furniture Inc. Sustainable Furniture Inc. is under contract with the State of California to keep in line with the current laws and regulations within their jurisdictions. The following aspects will be

• Shipping to our factory, breaking down furniture pieces into component parts, refinishing the solid hardwood

on sustainability. We design all our furniture with the goal of looking forward to renewability and repurpo

dustry for over 35 years. He was formerly the General Manager of Thurston Manufacturing LLC, Vice Pre
. Sustainable Furniture Inc. is the sole distributor and exclusive dealer for the Snap Chair Series in Californ
Ohio, specializing in solid hardwood panel processing, Gardena, CA and South Salt Lake, Utah specializing
sible to mitigate any delivery issues before they happen, we understand that these situations do arise. In
October 1, 2021. Week of September 20th – 24th 2021: Campus profiles reviewed in-house in preparatio
ure was required.Delivery: Project was delivered and installed by our crews in August 2020. Project was c
versityPOC: Michael IshinoHousing Services ManagerPhone: (310) 338-2963email: michael.ishino@lmu.

1 Injury and Illness Prevention Plan and Heat & Illness Prevention Plan. Additionally, supervisors conduct
room layouts. Our Sustainable Service Program provides the option for campuses to have their existing f
nable Furniture Inc. carries the appropriate insurance for warehousing facilities and will provide evidenc
andling and a restocking charge, the amount of which will be determined after the material is received a

ls of the customer, track the overall performance of the product that was sold to an institution, ensuring

pertinent information required to begin processing the order. Once all information is obtained and confi
ing points where required. Sustainable Furniture Inc. crews are well trained at inspecting furniture and c

c. has experience working with other university campuses utilizing their bar-coding system to track furni
sales representative, and university representative we can create and achieve desired end results. When

% of the products offered by Sustainable Furniture Inc. meet the minimum warranty requirements while
el to steel” fasteners. Bold and cam lock construction is common to many competitors and often fails d
close proximity to UC campuses therefore reducing overall freight costs b) Long standing relationships wi

nd used as a component in new composite sheet stock. Sustainable Furniture Inc. has completed the relc

labor • Forced or Compulsory Labor • Health and Safety • Freedom of Association and Right to Collective Bar

ew furniture items where appropriate. Upon request, Sustainable Furniture Inc, will completely remanuf
; are all field serviceable and are immediately available for a 48 hour turn around response time. Replace
/ LEED Compliance System. He is the primary LEED compliance and green building project initiatives team
!9 Sections 7.6.1, 7.6.2, 7.6.3 classroom furniture Standards & CDPH Standard Method v1.2 classroom fu
or FSC Certification with SCS Global Services. Certification should be completed by May 2021 and we will
ain special attention but will not be limited to these aspects: • Ensure that the workplace is free of harass

lwood components and adding new hardware and giving the furniture an updated look and new warran

osing of our furniture products. We focus on manufacturing furniture made from materials harvested fro

resident of Operations and General Manager of Furniture by Thurston, and Production Manager of The Ta
nia, Oregon, Washington, Utah, and Colorado. Certification:October 12, 2016Sustainable Furniture Inc.PC

n the case of non-delivery, Sustainable Furniture has a large inventory of rental furniture and can provid
on for contract launchWeek of October 4th – 8th 2021: Sustainable Furniture Inc. to launch informationa
completed within the timeframe allocated by Univ. of Denver and on-time.University of California, Los Ar

Hazard Assessments at each jobsite and hold OSHA-10 certification. All employees are trained in proper
urniture removed and shipped to our factory. Through our innovative manufacturing processes, we can i

nd inspected. Non-standard specialty-built items will not be returnable. All return shipments sent to Su

ity. Exclusions are all High-Pressure Laminate or Low Pressure/Melamine furniture which cannot be rene

ing is a brief outline of our customer service satisfaction protocol. • Sales staff maintain contact with the
k end, this information is entered into our ERP system for production. Our system provides the road ma

racking method is to place a sticker on each furniture piece, in a conspicuous place, indicating manufact
to “match existing”, where required. There is not a dollar threshold required in order to request customi:

icts exhibit abuse or improper use. The following conditions are specifically excluded from the warranty:
l media furniture features fully welded frames rather than frames that are manufactured by assembly w
pricingc) Construction methods utilized by Sustainable Furniture Inc. stand up to the rigor of heavy use ii

nergyStar Portfolio Manager. Reporting Cycle began on April 01, 2021. A link to progress toward our goa

ate tops and drawer bottoms and a full new furniture warranty. The cost of remanufactured furniture is
non-warranty replacement parts will be available for 25 years from date of purchase. Pricing of replace
ation required for LEED certifications. Sustainable Furniture Inc. Contributes the following LEED Credits: M
is 7.6.1, 7.6.2 private offices ANSI/BIFMA e3-2019 Sections 7.6.2 open & private offices CDPH Standard M
tilize one or more of the products certified below. Our Primary Supply Chain Partners provide Sustainabl
vironment that does not include hiring discrimination, inequality of compensation, access to training an

to be renewed into new products as they become aged and dated, thus extending the net fiscal value to

scheduling, project design and development, and managing staff. Dan joined the team at Sustainable Furniture into an exclusive dealer arrangement with Buzz Seating, Inc. as follows :*Snap Chair Series*University

the best solution for the situation. Our staff is available 24 hours per day to respond to emergency-situations, and digital catalog and pricing information Week of October 11th – October 22nd 2021: Schedule 0-825-3710 (office)Project Dollar Amount: \$1,156,713.41Project Scope: 400 beds, 275 loft kits, 1300 beds

t with the SFI or PFI logo. In addition, all company vehicles are clearly marked with the PFI logo. Sustainable Furniture is a manufacturer who offers this program.Our Rental Furniture Program provides furniture rental options for

turn request, the requestor should contact the sales representative in writing explaining the reason for the

end user on a regular and annual basis to ensure that all furniture product is performing as promised. •

p for order progress, including but not limited to engineering, material acquisition, scheduling machines

- Damage as a result of accident, fire, flood, civil disorder, strike, abuse, or misuse of any cause outside (with KD style frames that solely rely on screws attaching all the connecting components. Sustainable Furniture Inc. dormitory environments which means replacing furniture occurs less often) The interchangeability of

Is for waste, energy, and water reduction activities will be available in April of 2022. <https://wastewise.ca>

ment parts such as hardware is based on current market costs with a standard 5-10% mark-up.

R Credit 2.1 & 2.2 Construction Waste Management Divert from Disposal Reduce environmental impacts
ethod v1.2 open office* Conforms Criteria of MAS Certified Green® Program classroom, office & dormitory
e Furniture Inc. with FSC Mix, FSC 100% and FSC Controlled, Composite, Domestic Plywood, MDF, and other
d promotion, wrongful termination or retirement based on age, religion, disability, gender, marital status

the campus on future purchases. Our primary manufacturing facility is located in Reno, Nevada. Sustainable

urniture Inc. in 2013. He has made significant contributions in product development based on his knowledge of the Furniture Market*States of California, Oregon, Washington, Utah, and Colorado. Dan O'Hara, President of Buzz Seating, Inc.

and/or hold post-award conferences with each UC Campus, either in-person or via zoom to discuss SFI projects. The project includes 350 cases, 350 chests, 860 desks, and 1,025 chairs, manufactured in solid oak with natural finish. Installation

Sustainable Furniture Inc. does not contract with third-party installers. The Precision Finishing & Installation crew will handle the project for both short-term and long-term periods. The Recycle Furniture Program offered by Sustainable Furniture

will be returned. A decision will be rendered by upper management within 14 days of receipt of the request.

When installation services are performed, the crew obtains an Installation Sign-Off which affords the end user
for production, assembly, and shipping. Orders are manufactured and invoiced based upon the information

of ordinary use. • Scratching or natural wearing of finishes, • Furniture that has been unduly exposed to
Furniture Inc. utilizes both interior edge banding and exterior face edge banding. Where interior edge banding
our furniture parts so that components can be replaced vs. the entire furniture piece. • Work directly with

from the extraction and processing of virgin wood products. Redirect recyclable /re-covered resources by
With: LEED v4.1 ID+C, BD+C low-emitting materials CHPS 2019 Core Criteria 3.0 EQ C6.1.4 classroom products
her engineered wood products. Additionally, all these products are CARB II Compliant, and EPA TSCA Title
; sexual orientation or union memberships as well as political views or legally protected categories • Fair

ble Furniture Inc. maintains a service support center located in Oceanside, California and a customer sup

roducts, value added services, benefits of contract, and campus specific needs Week of December 6th -

v reports all issues requiring resolution immediately to Sustainable Furniture Inc. management for timely
re affords campuses the option to recycle their existing furniture in an environmentally friendly way. Thi:

user to comment on the overall satisfaction of product received and services renderedThe following met
tion in the Order Acknowledgement. All confirmations will contain an estimated shipping date. Orders e

the elements such as water, direct sunlight, etc. • Acts of omissions of parties (including user modificati
ng is utilized, the core material, plywood or 45-pound industrial particle board or MDF has a solid hardw
h the manufacturer, so there are no dealer mark-ups or commissions, which would result in an increase i

back to the manufacturing process. Redirect reusable materials to appropriate sites. 100% post-consumer
upil desksCertified Classic Series, Metropolitan Series**, San Simeon Series, Missions Series,Products: Be
le VI compliant. Use of FSC Certified wood products is standard across our product lines. If a project requ
tain a safe work environment that promotes mental and physical health and complies with all relevant h

- 10th 2021: Announce agency contracted to perform CSR Assessment April 1, 2022: Complet

Entered and acknowledged cannot be changed or cancelled without the consent of Sustainable F

r reclaimed wood constitutes a minimum of 50 % of the furniture items manufactured
Bedroom & Study, Living & Lounge. Test Date: March 25, 2021 Report No.: 2100146 Certificate

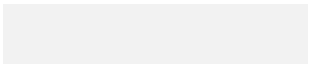
Questionnaire Level - Supplier Summary

Questionnaire Name

- 1 - Pricing Program Responses
- 2 - Company Profile and General Capabilities
- 3 - Services
- 4 - Product & Pricing Terms
- 5 - Sustainability

2021

Questionnaire Type	Supplier Name	Total Questionnaire Score	My Score	Total Questions
Technical	Bidder-451	-	-	2
Commercial	Bidder-451	-	-	16
Technical	Bidder-451	-	-	12
Technical	Bidder-451	-	-	4
Technical	Bidder-451	-	-	13



Questionnaire Coverage	QuestionCoverage %
2	100
16	100
12	100
4	100
13	100

Sustainable Procurement Guidelines

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Glossary

The below definitions are copied directly from the UC [Sustainable Practices Policy](#) for reference, unless noted otherwise.

Addressable Spend: Spend that can be impacted through sourcing activities. For the purposes of this policy, addressable spend relates to the spend within a specific product or service category.

Catalog: A catalog is representative of a supplier's product information. A catalog is implemented in one of two formats: 1) through a hosted catalog or 2) through a punch-out catalog. See definitions for Hosted Catalog and Punch Out Catalog for more information. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

Economically and Socially Responsible (EaSR) Spend: Spend on products or services supplied by a business holding one of the UC-recognized certifications listed the UC Sustainable Procurement Guidelines.

Environmentally preferable products: Designation for those products whose manufacture, use, and disposal results in relatively less environmental harm than comparable products.

Expanded Polystyrene (EPS): As defined by the City of San Francisco, blown polystyrene and expanded and extruded foams which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to, fusion of polymer spheres (expanded bead polystyrene), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Full Time Equivalent (FTE): A full-time equivalent employee is the hours worked by one employee on a full-time basis and can be used to convert the hours worked by several part-time employees into the hours worked by full-time employees. A full-time employee is assumed to work 40 hours in a standard week.

Green Spend: Spend on products meeting the UC "Preferred Level" of environmental sustainability criteria as laid out in the UC Sustainable Procurement Guidelines.

Hosted Catalog: As defined in the JAGGAER technical manual, in simplest terms, a hosted catalog is an online version of a supplier's printed catalog. Hosted catalogs contain product data and details, along with pricing information for each item. When a product search is performed, the products in all of the hosted catalogs are searched. Hosted catalog search results contain product information from all suppliers depending on the search criteria entered by the user. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

LEED™: Leadership in Energy and Environmental Design. LEED is a registered trademark of the U.S. Green Building Council (USGBC). This trademark applies to all occurrences of LEED in this document. LEED is a green building rating system developed and administered by the non-profit U.S. Green Building Council. The four levels of LEED certification, from lowest to highest, are Certified, Silver, Gold, and Platinum. LEED has several rating systems. This Policy refers to the following rating systems:

LEED for Interior Design and Construction (LEED-ID+C) for renovation projects;

LEED for Building Operations and Maintenance (LEED-O+M) for the ongoing operational and maintenance practices in buildings; and,

LEED for Building Design and Construction (LEED-BD+C) for new buildings and major renovations of existing buildings.

Location: As used in this Guidelines document, means any or all campuses. At this time, it does not include UC Health locations or the Lawrence Berkeley National Laboratory. This definition is provided for clarification within the Guidelines and defined differently within the UC Sustainable Practices Policy.

Packaging Foam: Any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including expanded polystyrene (EPS), extruded polystyrene foam (XPS) and polystyrene paper (PSP)), Polyurethane (PU) foams, Polyethylene foams, Polyvinyl chloride (PVC) foam, and Microcellular foam. Not included is easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

Policy Exception Authority: The responsible authority for granting exceptions to items III.G.5.a. and V.G.7. in the Sustainable Procurement sections of the UC Sustainable Practices Policy will be the Chief Procurement Officer for a non-UC Health systemwide or Office of the President contract and otherwise by the senior procurement officer of the campus.

Punch Out Catalog: Modified from the JAGGAER technical manual, punch-out catalogs are integrated external links to a supplier's web-based catalog. The user exits the UC's eprocurement site to search and select products from a supplier's web catalog, then returns the items to the UC's eprocurement shopping cart. The selected items are then submitted through the standard requisition/order process. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

Required Level Green Spend criteria: The minimum certification standard required for a product or service category. Required Level Green Spend criteria is laid out in the UC Sustainable Procurement Guidelines.

Solicitation: The process of seeking information, bid proposals, and quotations from suppliers.

Sustainable Practices Policy: Refers to the University of California Sustainable Practices Policy, Governed by the UC Sustainability Steering Committee.

Sustainable Procurement: [Modified from the UK Government's Sustainable Procurement Task Force (2012)] Purchasing that takes into account the economic, environmental and socially responsible requirements of an entity's spending. Sustainable Procurement allows organizations to procure their goods and services in a way that achieves value for money on a whole-life basis in terms of generating benefits not only to the organization, but also to society and the economy, while remaining within the carrying capacity of the environment.

Sustainable Procurement Working Group (SPWG): Is the working group charged with improving the integration of sustainable principles and practices into the UC's procurement practices. The SPWG recommends changes to this document to the UC Procurement Leadership Council, and changes to the UC Sustainable Practices Policy to both the UC Procurement Leadership Council and UC Sustainability Steering Committee. See definitions for UC Procurement Leadership Council and UC Sustainability Steering Committee for more information. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

Sustainable Spend: The intersection of Green and Economically and Socially Responsible (EaSR) Spend. UC Sustainable Spend is defined as spend that meets the criteria and requirements for Green Spend as well as EaSR Spend as laid out in the UC Sustainable Procurement Guidelines.

Total Cost of Ownership (TCO): An analysis of cost that considers not only purchase price, but also any costs associated with the acquisition, use, and disposal of the product. These costs may include some or all of the following: freight, taxes and fees, installation, operation/energy use, maintenance, warranty, collection, end-of-life disposal or recycling, as well as social or environmental costs, such as the cost of purchasing pollution offsets or monitoring labor practices.

UC Procurement Leadership Council (PLC): Is the system wide leadership council, composed of the Chief Procurement Officer (or equivalent) at each UC campus, charged with developing the overall strategic direction for the UC Procurement Services program that enables the organization to align objectives, initiatives, and projects to deliver on system wide procurement and supply chain initiatives. The PLC is ultimately responsible for the approval of changes and updates to this document. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

UC Sustainability Steering Committee: Is the UC system wide committee charged with overseeing updates to and progress against the UC Sustainable Practices Policy. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

1. Introduction and Document Purpose

The University of California's Sustainable Procurement Guidelines ("Guidelines") lay out the minimum sustainability requirements for products and services purchased by the University of California and identify those product attributes that are strongly preferred, if not mandatory.

The University of California's Sustainable Procurement Guidelines act as a companion to the Sustainable Procurement Policy and Procedure Sections of the [UC Sustainable Practices Policy](#).

In general terms, the UC Sustainable Practices Policy outlines the University's targets for sustainable procurement as well as requirements for UC sustainable procurement practices, that is the activities of University of California buyers as they relate to sustainable procurement. This Guidelines document breaks down what the University considers to be sustainable at the product, product category, service or industry level.

The UC Sustainable Practices Policy prioritizes waste reduction in the following order: reduce, reuse, and then recycle. Accordingly, sustainable procurement should look to reduce unnecessary purchasing first, then prioritize purchase of surplus or multiple use products, before looking at recyclable, compostable, or otherwise sustainable products.

2. Document Guide

These Guidelines are intended to be used by the following parties, for the following purposes:

1. University of California, Office of the President, Strategic Sourcing Centers of Excellence and University Campus Procurement Services Departments (not including UC Health locations or the Lawrence Berkeley National Laboratory)
 - a. To educate personnel purchasing on behalf of the University on Required and Preferred Green (environmentally) and Economically and Socially Responsible (EaSR) sustainability criteria to be included in solicitation specifications and reporting.
 - b. To negotiate better pricing for products and services meeting the criteria described throughout these Guidelines and the Sustainable Practices Policy over traditional products and services, where opportunities exist.
 - c. To develop language and specifications for solicitations stating that product and service offerings meeting the criteria described in these Guidelines will be required where they exist.
2. Department Level Buyers
 - a. To educate personnel purchasing on behalf of the University on Required and Preferred environmental (Green) and Economically and Socially Responsible (EaSR) sustainability criteria when making purchasing decisions.

3. Reporting

Reporting will be required in line with the University of California sustainable purchasing targets and reporting requirements as outlined in the Sustainable Practices Policy (see III. Policy Text, G. Sustainable Procurement; V. Procedures, G. Sustainable Procurement). Reporting will be based on the percent spend in each of the following categories out of the total addressable spend. Reporting will commence by product or service category based on instruction in the sections below.

1. Green (environmentally preferable) Spend
2. Economically and Socially Responsible (EaSR) Spend
3. Sustainable Spend (the intersection of Green and EaSR Spend)

Clarification on each of these spend categories can be found in the sections below.

4. Green Spend

Green Spend is defined as spend on products meeting the UC Preferred Level of environmental sustainability criteria (see Table 1 below). The percentage of Green Spend is calculated using the following methodology, for a given product category over a particular period of time:

$$\frac{\text{Total spend on items meeting Preferred Level criteria in a given product category}}{\text{Total Addressable Spend in a given category}} \times 100$$

For example, the percent Green Spend calculation for computer electronics for Fiscal Year 16/17 is:

$$\frac{\text{Total Spend on EPEAT Gold registered computers during FY 16/17}}{\text{Total Addressable Spend on computers during FY 16/17}} \times 100$$

In addition to the above calculations, campuses may also calculate the “Dollar not Spent” to add to their overall Green Spend percentage. Please note that calculating the “Dollar not Spent” for an individual campus is optional and not required as part of a sites annual Green Spend reporting. Please see [Appendix I – The “Dollar not Spent” and Green Spend](#) to find more information on the various allowable methodologies to calculate the “Dollar not Spent.”

A. Green Spend General Criteria

Some Green (environmental) sustainability criteria are applicable across all, or a large number of different product or service categories. The following criteria must be applied to all applicable categories, and included in the specifications for all relevant solicitations and contracts.

1. ENERGY STAR® and WaterSense® certified products are required across all applicable product categories where price comparable (based on a total cost of ownership assessment) and consistent with the needs of University researchers, faculty, and staff.
2. Products and packaging shall be free of hazardous additives, including those mixed into the product and those used as surface treatments, unless no feasible alternative exists, and it is determined that the benefit outweighs the risk. Products and packaging must meet all eleven of the [Kaiser Permanente Chemicals of Concern Criteria](#), including, but not limited to.
 - a. Cadmium, mercury, lead, hexavalent chromium, polybrominated biphenyls, and polybrominated diphenyl ethers - All homogenous electronic parts are compliant with all European Union Restriction of the Use of Certain Hazardous Substances (EU RoHS) Directive's restricted limits (excluding exemptions).
 - b. Polyvinyl chloride (PVC)
 - c. Prop 65 Chemicals - Does not contain intentionally added chemicals listed by the State of California to cause cancer, birth defects, or reproductive harm that require warning or are prohibited from release to the environment under the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). If contains Prop 65 chemicals, supplier must disclose Chemical Abstracts Service (CAS) #'s.
 - d. Persistent, bioaccumulative and toxic chemicals (PBTs) - All homogeneous materials must contain less than 1000 ppm of PBTs.
 - e. Organohalogen-based chemicals (bromine, chlorine, fluorine, and iodine)
 - f. Antimicrobial/antibacterial agents¹ - Does not contain intentionally added antimicrobial/antibacterial agents to reduce surface pathogens.

B. Category Specific Criteria

Table 1 outlines the environmental sustainability criteria the University uses to define a given product category as "Green," for purposes of identifying products in hosted and punchout catalogs, and for calculating and reporting on Green and Sustainable Spend.

Recognized Certifications - These are reputable third party certifications the UC recognizes for identifying products that may have a reduced impact on humans and/or the environment. At a location's discretion, products with these certifications can be flagged as "light green" in hosted and punchout catalogs.

Required Level - These are the minimum mandatory requirements for each product category, which should be included in all relevant bid solicitations. Products and services that fall into these categories but do not meet these minimum requirements will not be listed in UC product catalogs except with the express request of campuses. Products in a given category must meet

¹ This includes hand and dish soaps labelled as antibacterial, except where required for use in hospitals and food service settings. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited.

all required level criteria listed, unless otherwise noted (e.g. if Energy Star and EPEAT Silver are listed, product must have both certifications).

Preferred Level - The Preferred Level of criteria is used for calculating Green and Sustainable Spend (see Section 6 below). At a location's discretion products meeting these criteria may be labelled as "dark green" in hosted and punchout catalogs, and shall be given preference during evaluation in all relevant bid opportunities, where price comparable (based on a total cost of ownership assessment) and consistent with the needs of University researchers, faculty, and staff. Products must meet all applicable Required Level criteria to qualify for Preferred Level criteria.

Table 1 - Category Specific Green Spend Criteria

<u>Product or Service Category</u>	<u>Recognized Certifications and Standards</u>	<u>Required Level (minimum mandatory requirements)</u>	<u>Preferred Level</u>
Electronics	ENERGY STAR ®	ENERGY STAR ®	ENERGY STAR ®
	EPEAT	EPEAT Bronze	EPEAT Gold
Cleaning Supplies	Green Seal	A minimum of 25% of purchases are certified by one of the recognized certifications	At least 75% of purchases are certified by of the recognized certifications
	UL Ecologo		
	EPA Safer Choice		
	FSC (for janitorial paper products)		
Office Supplies			
Copy Paper	FSC Recycled	A minimum of 30% PCRC or agricultural residue content (or GS-07 certified)	100% PCRC or agricultural residue content, or FSC Recycled labelled, with additional preference for paper that is PCF
	Post-consumer recycled content (PCRC)		
	Processed Chlorine Free (PCF) ²		
	Green Seal (GS-07)		

² <http://www.calrecycle.ca.gov/paper/chlorinefree/default.htm>

	Agricultural residue ³ content		
Paper Office Supplies (other than copy paper)	FSC - Chain of Custody	A minimum of 30% PCRC ⁴	100% recycled content with minimum 50% PCRC; 90% PCRC wire components; water-based or plant-based adhesives; and additional preference for PCF, FSC, and/or SFI labelled products ⁵
	Sustainable Forestry Initiative (SFI)		
	Post consumer recycled content (PCRC)		
	Total recycled content		
	Processed Chlorine Free (PCF)		
	Green Seal (GS-07)		
Non-paper Office Supplies	Post-consumer recycled content (PCRC)	Meets the minimum CPG recycled-content levels for Non-Paper Office Products , and a minimum 30% recycled content for all writing utensils (dry-erase markers, highlighters, markers, pens, and pencils) or other plastic-based accessories	Meets the recycled content specifications in the Preferred EPP Specifications as listed by the Northeast Recycling Council (NERC) , and free of antimicrobial coatings
	Total recycled content		
	Non-antimicrobial		
	EPA Comprehensive Procurement Guidelines (CPG)		
	Northeast Recycling Council (NERC) Model EPP Specifications and Purchasing Guidelines for Office Supplies		
Toner	Remanufactured ⁶	Meets one of the	Meets both of the

³ Must come from sustainably grown and harvested, non-GMO sources that do not replace forest stands or food crops

⁴ Aligns with [CA Department of General Services \(DGS\) Purchasing Standard DGS-441200-A for Paper Product Office Supplies](#) and [Northeast Recycling Council \(NERC\) Model EPP Specifications and Purchasing Guidelines for Office Supplies](#)

⁵ Modelled from [Northeast Recycling Council's Preferred EPP Specifications for Paper Office Supplies](#)

⁶ Shall meet the State of California's Specifications for Remanufactured Toner and Ink Cartridges: https://www.documents.dgs.ca.gov/pd/epp/goods/officesupplies/inktonercartridges/20140902_Ink_Toner_Engineering_Spec.pdf

	High yield	recognized standards	recognized standards
Indoor Furniture	GREENGUARD Gold	<p>Must meet all of the following:</p> <ul style="list-style-type: none"> ● GREENGUARD Gold or SCS Indoor Advantage Gold ● Free of the 6 classes of chemicals of concern as described in Section 7.E. 	<p>Must have at least one of the following additional certifications:</p> <ul style="list-style-type: none"> ● BIFMA Level certified (preference for 2 or 3) ● C2C Certified (preference for Silver or Gold) ● HHI compliant with published product list on their website ● FSC Certified wood ● Textiles certified by one of the recognized certifications ● Complete HPD ● Complete Declare label
	SCS Indoor Advantage Gold		
	Cradle to Cradle (C2C)		
	BIFMA Level		
	Meets the Healthier Hospitals Initiative (HHI) Safer Chemicals Challenge and is listed on the Healthier Hospitals Healthy Interiors Goal website		
	FSC (for products containing wood)		
	Textile certifications: <ul style="list-style-type: none"> ● GOTS ● Standard 100 by Oeko-Tex ● STeP by Oeko-Tex ● Cradle to Cradle ● Facts 		
	Health Product Declaration (HPD)		
	Declare Label		
Compostable Food Service Ware	Biodegradable Products Institute (BPI)	Certified Compostable by BPI or GS-35, or made 100% from uncoated, unlined, obviously plant-based material, and appears on the Cedar Grove Accepted Items List	Meets additional criteria as described in the Compostable Food Service Ware section below
	Green Seal GS-35		
	Cedar Grove Accepted Items List for Commercial Compostability		
Water Appliances/Fixtures	WaterSense®	WaterSense® Certified	WaterSense® Certified

5. Economically and Socially Responsible Spend

Economically and Socially Responsible (“EaSR”) Spend is defined as spend on products or services supplied by a business holding at least one of the UC-recognized classifications or certifications listed below. Recognized Certifications and Standards, listed in Table 2 below, outline the certifications and criteria that the University uses to define “EaSR” spend. Table 2 also includes a category for Preferred Certifications, which are certifications offered by California government agencies and/or of CA-based businesses. Currently there is no goal set for spend with suppliers meeting Preferred Certification standards.

The percentage of EaSR Spend is calculated using the following methodology, for a particular time horizon:

$$\frac{\text{Spend on products or services from a business that holds a UC-recognized EaSR certification}}{\text{Total Addressable Spend}} \times 100$$

A. EaSR Spend Criteria

Expenditures on products supplied by businesses holding at least one of the UC-recognized certifications and standards outlined under Recognized Certifications and Standards, see Table 2 below, will be considered EaSR Spend for the purposes of calculating the percent EaSR and Sustainable Spend.

Recognized Certifications and Standards - These are reputable government or nationally recognized certifications and criteria the UC recognizes for identifying suppliers that may have a positive impact on society and/or the economy. Suppliers with these certifications should be flagged as a color or symbol differentiated like ‘green spend’ such as yellow in hosted and punchout catalogs.

Preferred Certifications - These are reputable government or nationally recognized certifications and criteria the UC recognizes for identifying suppliers that may have a positive impact on society and/or the economy within California specifically. Suppliers with these certifications should be flagged as a color or symbol differentiated like ‘green spend’ such as yellow in hosted and punchout catalogs.

Table 2 - EaSR Spend Criteria

Business Classification	Recognized Certifications and Standards	Preferred Certifications
Small Business Enterprise	All government agency certifications and accepted third party certifiers such as: <ul style="list-style-type: none">SBA-approved Third Party Certifiers Note that self-certification in SAM is	CA DGS certification or California state or local agency certification HUBZone certified

	accepted as well as any other small business certifications that also certify a businesses status as socially and economically disadvantaged such as (WOSB, SDVOSB, DBE, etc.)	SBA 8(a)
Disadvantaged Business Enterprise	All government agency certifications	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Women-owned Business Enterprise	All government agency certifications	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Minority Business Enterprise	All federal, state and local government agency certifications <ul style="list-style-type: none"> • State and Local Government Certifying Agencies • Federal includes (SBA 8(a), EPA, etc.) 	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Veteran-owned Business Enterprise	All government agency certifications	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Service Disabled Veteran-owned Business Enterprise	All government agency certifications	DGS DVBE

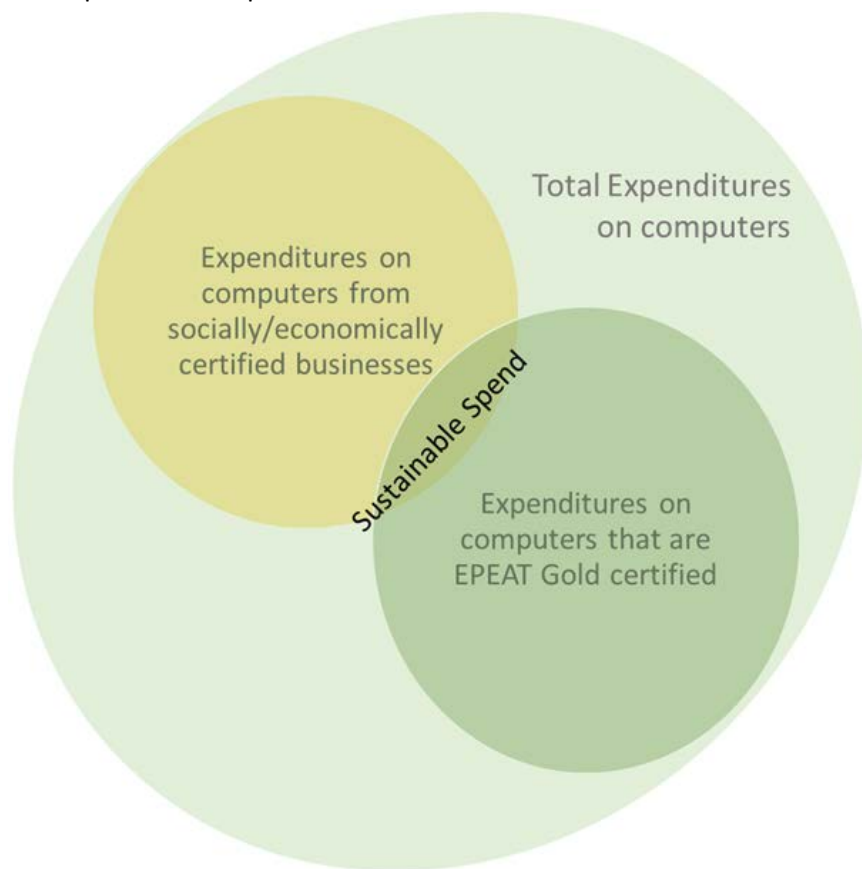
6. Sustainable Spend

Sustainable Spend is the intersection of Green and EaSR Spend. UC Sustainable Spend is defined as spend that meets the criteria and requirements in Section 4 for Green Spend and Section 5 for EaSR Spend (simultaneously). Thus, Sustainable Spend is defined as the expenditures on products in a particular product category that are supplied by a business holding one of the UC-recognized EaSR certifications, in addition to meeting the Preferred Level Green Spend criteria from Table 1.

An example of the percentage of Sustainable Spend calculated for computers (Figure 1) over a particular time horizon would be:

$$\frac{\text{Expenditures on EPEAT Gold certified computers from SBE businesses} \times 100}{\text{Total Addressable Spend on computers}}$$

Figure 1. Sustainable Spend for Computers



7. Category Specific Specifications

These additional guidelines and specifications should be used during solicitations, contracting and as a reference when making department purchases. Minimum requirements for each product category are outlined in column three of table one. The below items are recommended for inclusion in RFPs. Other than those items referred to in Policy as mandatory, project teams need to determine which of the below items will be mandatory and preferred during the RFP development phase.

A. Electronics

Electronics includes any product for which an EPEAT certification is available. EPEAT currently includes product ratings for **PCs and Displays** (including tablets), **Imaging Equipment** (which includes printers, copiers, scanners and multifunction devices) and **Televisions**. Environmental leadership standards are currently under development with the intent to form the basis of future EPEAT categories for **Mobile Phones, Servers** and other electronic products (<https://www.epeat.net/about-epeat/>). Registration criteria and a list of all registered equipment are provided on the [EPEAT registry](#).

In addition to the criteria established in Table 1, the University will ensure the following:

1. In accordance with Policy, all recyclers of the University's electronic equipment must be e-Steward certified by the Basel Action Network (BAN) (www.ban.org). In cases where the University has established take-back programs with a manufacturer, the University will require the manufacturer to become a BAN-certified e-Steward Enterprise ([e-Stewards for Enterprises](#)).
2. Printers and copiers must have duplex printing capabilities and hold their warranty while using 100% recycled content paper.
3. Suppliers shall be required to deliver items to the University with energy efficiency and duplex printing functions enabled.
 - a. Departments will work with their IT departments to ensure that features remain enabled for the duration of the product's use.

B. Cleaning Supplies

Cleaning supplies include general purpose bathroom, glass and carpet cleaners; degreasing agents; biologically-active cleaning products (enzymatic and microbial products); floor-care products (e.g. floor finish and floor finish strippers); hand soaps and hand sanitizers; disinfectants; and metal polish and other specialty cleaning products. Also included are janitorial paper products such as toilet tissue, tissue paper, paper towels, hand towels, and napkins. Other janitorial products and materials (e.g. cleaning devices that use only ionized water or electrolyzed water) are excluded from this category.⁷

Disinfectants

All disinfectants must be EPA-registered, and contain only the following active ingredients: hydrogen peroxide, citric acid, lactic acid, thymol, or caprylic acid. As there is no sustainability certification for disinfectants, in order to increase your % Green Spend for Cleaning Supplies and follow green cleaning practices, it is recommended that each site assess its current usage and application of disinfectants. Disinfectant use should be limited to high-risk surfaces [locations where there is a higher risk for blood borne incidents, skin contact (MRSA risk), or contact with feces and body fluids] and where required by regulation. Microbes can be effectively removed from high-touch surfaces touched by multiple people throughout the day (door handles, faucet handles, handrails, drinking fountains etc.) by frequent and proper cleaning with a regular cleaning product.⁸

⁷ Based on STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

⁸ UMass Lowell Toxics Use Reduction Institute's Guide to Safe and Effective Cleaning and Disinfecting: https://www.turi.org/Our_Work/Cleaning_Laboratory/Resources_and_Information/Disinfection/Guide_to_Safe_and_Effective_Cleaning_and_Disinfecting

C. Office Supplies

Copy paper - refers to standard office printing and copy paper.

Paper Office Supplies - includes Writing Paper (pads), Packing Paper, Folders, Letter folders, Expandable Filing Folders, Hanging folders or accessories, binders and indexes, Hanging Folders, Dividers, File Pockets, Standard Envelopes, Packaging Carton, Mailers, Easel Pads, Sticky Note, Storage Boxes, Desk Pad Calendar.

Non-paper Office Supplies - includes binders, clipboards, file folders, clip portfolios, presentation folders, plastic desktop accessories (desk organizers, desk sorters, desk and letter trays, and memo, note and pencil holders etc.), plastic envelopes, and writing utensils (dry-erase markers, highlighters, markers, pens, and pencils).

Toner - Additional recommendations can be found from the State of New York's Approved Specifications for Monochrome Toner Cartridges: <https://www.ogs.ny.gov/greenny/specs/green-specs-MonochromeTonerCartridge.asp>

E. Indoor Furniture

Furniture includes individual (e.g. task chair) and group seating; open-plan and private-office workstations; desks of all types, tables of all types; storage units, credenzas, bookshelves, filing cabinets and other case goods; integrated visual display products (e.g. markerboards and tackboards, excluding electronic display products); hospitality furniture; and miscellaneous items such as mobile carts, freestanding screens, and movable partitions. Movable partitions include office furniture system cubicle panels that are typically integrated with work surfaces, desks, and storage furniture. Furniture does not include office accessories, such as desktop blotters, trays, tape dispensers, waste baskets, all electrical items such as lighting and small appliances, and accessories such as aftermarket keyboard trays, monitor stands and monitor arms.

The University shall prefer furniture meeting specifications for the following hazardous chemical classes:

1. Flame Retardants: All furniture shall be free of flame retardant chemicals at levels above 1,000 parts per million in both standard and optional components, excluding electrical components.
 - a. All upholstered seating subject to TB 117-2013 shall be labeled as not containing flame retardant chemicals consistent with the manner described in Section 19094 of the California Business and Professions Code.
 - b. A product may contain flame retardants if required to meet code or regulation (e.g., TB 133 or ASTM E 1537), in accordance with the following criteria:
 - i. No halogenated flame retardant chemical may be used at levels above 1,000 parts per million by weight of the homogeneous material, excluding electrical components.

- ii. Products that contain flame retardant chemicals that have been fully assessed using GreenScreen v1.2 (or newer) and meet the criteria for benchmark 2, 3, or 4 will be preferred.
- 2. Formaldehyde and Volatile Organic Compounds (VOCs): All furniture shall comply with ANSI/BIFMA e3-2014 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach.
 - a. Test results shall be modeled using the open plan, private office, or seating scenario in ANSI/BIFMA M7.1, as appropriate.
 - b. Furniture products that additionally meet ANSI/BIFMA e3-2014 Section 7.6.3 and/or California Department of Public Health Standard Method v1.1 (emission testing method for California Section 01350) are preferred.
 - c. Salvaged and refurbished furniture more than one-year old at the time of re-use is considered compliant, provided it meets the requirements for any site-applied paints, coatings, adhesives, and sealants.
 - d. All composite wood materials, including hardwood plywood, particleboard, or medium density fiberboard, used in office, classroom, or healthcare furniture shall comply with Phase 2 of California's Code of Regulations, Title 17 §93120.2 – Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products.
- 3. Per and Poly-Fluoroalkyl Substances (PFASs) used as stain/water/oil resistant treatments: All furniture shall be free of any long- and/or short-chain per- and poly-fluorinated alkyl compounds and fluorinated polymers used as stain, water, or oil resistant treatments above 100 ppm by weight of the homogenous material.
- 4. Antimicrobials: All furniture shall be free of any added or built-in chemical antimicrobials. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited.
- 5. Polyvinyl Chloride (PVC): All furniture shall be free of polyvinyl chloride (PVC) greater than 1% of product by weight, excluding electrical components. Electrical components that are free of PVC are preferred.
- 6. Heavy Metals: All furniture shall be free of any heavy metals, including hexavalent and trivalent chromium, in concentrations greater than 100 ppm.

F. Compostable Food Service Ware

Compostable food service containers and packages that have recycled and/or sustainably harvested content are preferred wherever possible.

- 1. All products must be certified compostable by the Biodegradable Products Institute (BPI) or Green Seal GS-35, proving that the finished product meets ASTM standards D6400 or D6868 for compostability. BPI-certified products can be accessed at: <http://products.bpiworld.org/>. Documentation may be required.

2. Products made 100% from paper, wood, bamboo or other obviously plant-based material, that are uncoated, unlined, or clay-coated (such as wooden stir sticks or uncoated paper plates) automatically meet this commercial compostability requirement without certification, so long as they appear on the Cedar Grove Accepted Items list for commercial compostability (<https://cedar-grove.com/compostable/accepted-items>), and the material type is disclosed.
3. Products with polyethylene liners are not compostable, and therefore do not meet the intent of these specifications.
4. Products shall not contain highly hazardous additives, including but not limited to persistent, bioaccumulative, or toxic chemicals (PBTs); carcinogens; mutagens; reproductive toxins, organohalogen-based chemicals (bromine, chlorine, fluorine or iodine); and endocrine disruptors.
5. Products shall not contain polyvinyl chloride (PVC), acrylonitrile butadiene styrene (ABS), polycarbonate (PC), polyurethane (PU), or any fluorinated chemicals. If product is fiber-based (including paper), ask for identification of the type of grease barrier or coating used.
6. Product is manufactured entirely with chlorine-free processing, meaning that no chlorine or chlorine compounds were used during manufacturing. Products may be unbleached or whitened in a chlorine-free process (if certified process chlorine-free).
7. Paper products are made from 40% post-consumer recycled content or 100% total recycled content (pre- or post- consumer), unless intended for hot beverages, in which case they are made from a minimum of 10% post-consumer recycled content. Bidder should disclose the amount and type of recycled content.
8. Non-cutlery products contain at least 90% biobased carbon content; cutlery products contain at least 70% biobased carbon content. Bidder can provide documentation demonstrating that its biobased carbon content meets the above specifications through one of the following:
 - a. ASTM Standard D6866 laboratory test data
 - b. USDA's BioPreferred Label
 - c. Products made of 100% uncoated wood, bamboo, paper or other obviously fiber-based material will automatically meet these biobased content requirements. Samples may be requested.
9. Product shall not contain added engineered nanomaterials.
10. Product materials were sustainably produced and are certified as one of the following:
 - a. Forest Stewardship Council (FSC)
 - b. Protected Harvest
 - c. Rainforest Alliance
 - d. Fair Trade USA
11. Feedstock and final product are produced in North America.
12. Product material grown without genetically modified organisms and certified to be GMO-free by one of the following:
 - a. Non-GMO Project Verified (www.nongmoproject.org)
 - b. CERT ID NonGMO
 - c. ProTerra Certifications (www.geneticid.com/services/certification)

13. Product is made from sustainably grown, non-food agricultural resources such as perennial biomass crops and sustainably harvested residues (for more information, see the Sustainable Bioplastic Guidelines:
<https://healthybuilding.net/uploads/files/sustainable-bioplastic-guidelines.pdf>
14. Product is EcoLogo or Green Seal-certified by one of the following:
 - a. EcoLogo CCD-084 (Table Napkins),
 - b. EcoLogo CCD-085 (Kitchen Towels),
 - c. EcoLogo CCD-086 (Hand Towels),
 - d. Green Seal GS-1 (Sanitary Paper Products),
 - e. Green Seal GS-9 (Paper Towels and Napkins),
 - f. Product meets the standard for biodegradability in the marine environment (ASTM D7081-05).
15. Inks for printing and graphics are vegetable-based and approved for use by U.S. Food and Drug Administration, where required.

G. Water Appliances/Fixtures

This category includes all products covered by WaterSense including residential toilets, showerheads, bathroom faucets, commercial toilets, urinals, pre-rinse spray valves, irrigation controllers, and spray sprinkler bodies.

8. Best Practices for Procurement Services⁹

1. Market basket lists can be used as a tool for increasing the purchase of sustainable products at competitive and affordable prices. By only including products meeting the Required and Preferred Level of sustainability criteria in a market basket list, the University may be able to achieve reduced rates that will in turn direct spend towards sustainable products over conventional products. Allowing for revisions to the market basket beyond traditional changes in volume/spend patterns may allow for more competitive pricing on newly added sustainable items.
2. Through solicitation specifications and contract provisions, suppliers are required to:
 - a. Clearly identify UC-recognized “light green” and “dark green” sustainable items in product catalogs.
 - b. Ensure that any additional sustainability symbols/icons/certifications are displayed along with attribute details per product (e.g. a product with a recycled content symbol must also have in its product description details about the % total recycled content and % post consumer recycled content).
 - c. Offer capabilities to:

⁹Modified from: <https://nerc.org/documents/EPP/Office%20Supplies/EPP%20Specs%20-%20Office%20Supplies.pdf>

- i. Block and/or restrict pre-identified conventional items from being purchased online so University employees are compelled to purchase products that are in compliance with UC's Sustainable Procurement Policies and Guidelines.
 - ii. Auto-substitute pre-identified conventional products with sustainable products on the market basket list when end-user places conventional item in online cart.
- d. Make sustainable items display first in online catalog search results, or make them easily found within online product catalogs through effective search tools, search filters, and related navigational tools.
- e. Incentivize consolidated deliveries whenever feasible (e.g. deliveries only on certain days of the week or reduced pricing for consolidated shipping).
 - i. Document or illustrate how the delivery consolidation method reduces the UC and supplier's carbon footprint (e.g. reduction in fossil fuel use, carbon emissions, packaging materials, or on-site vehicle traffic).
- f. Use only delivery service companies that are participants in EPA's Smartway Program.
- 3. LEED credits should be incorporated into all materials procurement associated with new facility constructions and major renovations.¹⁰

9. Certification and Standards Definitions

- a. [BIFMA Level®](#) - BIFMA Level is a multi-attribute furniture certification based on the ANSI/BIFMA e3 standard, addressing material use, energy, atmosphere, human and ecosystem health, and social responsibility at the product, facility, and organizational level. Certification is based on a points system with three levels of achievement, from Level 1 through Level 3.
- b. [Biodegradable Products Institute \(BPI\)](#) - BPI is a non-profit organization with the largest certification program for compostable products and packaging in North America. Their single-attribute certification indicates compliance with the ASTM D6400 and/or D6868 standards for commercial compostability.
- c. [Cradle to Cradle TM](#) - Cradle to Cradle is a multi-attribute standard that evaluates a wide range of products across five categories of human and environmental health, including Material Health, Material Reutilization, Renewable Energy and Carbon Management, Water Stewardship, and Social Fairness. Product certification is awarded at five levels, from Basic to Platinum, with an emphasis on continuous improvement.
- d. [ENERGY STAR®](#) - Energy Star is a standard for energy efficient consumer products administered by the U.S. Environmental Protection Agency and the U.S. Department of Energy.
- e. [EPA Safer Choice](#) - Formerly known as Design for the Environment (DfE), the Safer Choice label is the U.S. Environmental Protection Agency's program to identify products with safer chemical ingredients.¹¹
- f. [EPEAT®](#) - The Electronic Product Environmental Assessment Tool is a method for consumers to evaluate the effect of a product on the environment. It ranks products as gold, silver or bronze

¹⁰ <https://www.phoenix.gov/oepsite/Documents/070520.pdf>

¹¹ Definition taken from STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

based on a set of environmental performance criteria. It is managed by the Green Electronics Council.

- g. [FACTS](#) - Facts is a sustainability certification program for commercial textiles, recognizing textiles conforming to the NSF/ANSI 336 multi-attribute standard, evaluating a textile for environmental, economic and social aspects across its life cycle. Facts utilizes four conformance levels from Compliant to Platinum.
- h. [Forest Stewardship Certification](#) - The Forest Stewardship Council (FSC) is an independent, non-profit organization that protects forests for future generations. FSC Chain-of-Custody certification traces the path of products from forests through the supply chain, verifying that FSC-certified material is identified or kept separated from non-certified material throughout the chain. FSC Forest Management certification confirms that a specific area of forest is being managed in line with the FSC Principles and Criteria.¹²
 - i. FSC Recycled - The FSC Recycled on-product label means all the wood or paper in the product comes from reclaimed (re-used) material.¹³
- i. [Global Organic Textile Standard \(GOTS\)](#) - GOTS is a textile processing standard for organic fibres, which includes both ecological and social criteria, from harvesting of raw materials through manufacturing and labelling.
- j. [GREENGUARD](#)® - The GREENGUARD Environmental Institute certifies products and materials for low chemical emissions. Greenguard Gold ensures that a product is safe for use in schools and healthcare facilities, and is referenced by LEED.
- k. [Green Seal](#)® - Green Seal is an independent nonprofit organization “dedicated to safeguarding the environment and transforming the marketplace by promoting the manufacture, purchase, and use of environmentally responsible products and services.” The Green Seal certification is based on multi-attribute environmental standards that meet the ISO 14024 standards for eco-labeling.¹⁴
- l. [Healthier Hospitals Healthy Interiors Goal \(HHI\)](#) - The Healthy Interiors Goal aims to promote public and environmental health, and urge the furnishings market to develop safer products, while reducing disposal costs and liability. Furniture and textiles that meet the Healthy Interiors Goal claim contain no formaldehyde, perfluorinated compounds, polyvinyl chloride, antimicrobials, or flame retardants above the specified minimum levels. Products meeting the Goal must be listed on the website, and are not verified.
- m. [Process Chlorine Free](#) (PCF) - PCF means that no chlorine or chlorine derivatives were used in the recycling process. Paper that was originally bleached with chlorine or chlorine derivatives may be used as feedstock, however. Only paper that is “totally chlorine-free” (TCF) is produced with pulp that has been bleached without any type of chlorine or chlorine derivative, or has not been bleached.¹⁵

¹² Ibid

¹³ <https://ic.fsc.org/en/choosing-fsc/fsc-labels>

¹⁴ Definition taken from STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

¹⁵ <http://www.calrecycle.ca.gov/paper/chlorinefree/default.htm>

- n. [STANDARD 100 by OEKO-TEX®](#) - Certification for raw, semi-finished, and finished textile products at all processing levels, as well as accessory materials used. Criteria focuses on product safety based on test criteria for numerous harmful chemicals.
- o. [STeP by OEKO-TEX®](#) - STeP assesses against criteria for sustainable, environmentally and socially responsible textile and apparel production and logistic sites, addressing the reduction of hazards and risks throughout the production chain, with the goal of improving factory resource efficiency.
- p. [UL Ecologo](#) - The UL Environment ECOLOGO program certifies products, services and packaging for reduced environmental impact. ECOLOGO Certifications are voluntary, multi-attribute, lifecycle based environmental certifications that meet the ISO 14024 standards for eco-labeling.¹⁶
- q. [WaterSense®](#) - WaterSense is a U.S. Environmental Protection Agency program designed to encourage water efficiency in the United States through the use of a special label on consumer products.

10. Packaging Foam Ban Guidance

In accordance with section III.F.5. of the [UC Sustainable Practices Policy](#), the University has prohibited the sale, procurement and/or distribution of packaging foam UC-wide. The following guidance is meant for sourcing and procurement professionals within UC and is intended to leverage large sourcing opportunities to mitigate single use packaging foam waste in support of UC's [Zero Waste](#) goals.

1. Scope

The ban of expanded plastic foam materials in packaging is effective as of January 1st, 2020. The ban applies to all packaging brought onto UC campuses via the purchase of goods on behalf of the University. The only exception to this ban is for the purchase of products utilized in laboratory or medical settings.

2. Enforcement

This ban is a requirement of the UC Sustainable Practices Policy in support of UC's Zero Waste goal. [UC Terms and Conditions](#) include the policy language regarding this ban, which must be addressed when contracting with suppliers for the purchase of goods. When conducting a competitive solicitation for goods, the University must incorporate language into all Requests For Proposals/Quotes/etc. (RFx's) articulating this ban, including in the qualitative assessment process, and ensure that it is addressed as part of the final award of business.

If a supplier claims to be unable to meet the requirements of the ban, an exemption will need approval in accordance with the instructions provided below. The exemption process is not required for one-time purchases. In the case of one-time purchases, the supplier should be required to take back any non-compliant packaging upon delivery. For existing UC contracts (contracts executed prior to January 1, 2020), enforcement of this ban (including a possible

¹⁶ Definition taken from STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

exemption request) must be addressed during the next contract amendment, extension or as part of a new award.

3. Exemption Process

If a supplier claims to be unable to meet UC's ban on expanded plastic foam material in packaging and UC still intends to do business with that supplier under a contract for goods, then the supplier must apply for an exemption to the ban. To do so, they must submit a completed foam packaging ban exemption form including all required documentation to substantiate claims in support of the exemption. Download the **Request for Exemption Form** from the UC Systemwide Forms & Documents page: <https://www.ucop.edu/procurement-services/policies-forms/index.html>.

Suppliers are to submit their Foam Packaging Ban Exemption Form to the Commodity Manager, Buyer or other employee authorized to contract for goods on behalf of UC. The designated Policy Exception Authority (see [Glossary](#)) must grant approval of all exemption requests. A copy of all submitted (approved and declined) Foam Packaging Ban Exemption Forms must be submitted to the appropriate Sustainability Office for reference.

11. Approval procedure updates and changes

Changes to this document must be approved by the UC Procurement Leadership Council (PLC) on the recommendation of the Sustainable Procurement Working Group.

12. Change Log

Approval Date	Summary of Changes	Approved by	Product/Service Categories Impacted	Start Date for Reporting on New or Updated Categories
1/2/19	Added Packaging Foam and Policy Exception Authority definitions to Glossary; added new Section 10. Packaging Foam Ban Guidance	UC Procurement Leadership Council	All where product packaging is involved.	n/a
8/10/18	Implementation of UC Sustainable Procurement Guidelines	UC Procurement Leadership Council	Electronics, Cleaning Supplies, Copy Paper, Paper Office Supplies (other than copy paper), Non-paper Office Supplies, Toner, Indoor Furniture, Compostable	7/1/2018

			Food Service Ware, Water Appliances/Fixtures	

Appendix I - The “Dollar not Spent” and Green Spend

As with waste, the hierarchy of environmentally sustainable spend starts with reduce and reuse. As such, in the assessment of Green Spend, the “dollar not spent” can be included in Green spend calculations. This concept is addressed in the following section. Please note that calculating the “Dollar not Spent” for an individual campus is optional and not required as part of a sites annual Green Spend reporting (outlined in section 4. Green Spend above).

How to calculate the dollar not spent:

Items that are not purchased due to education and reduction activities and/or items that are reused on campus may be added to the Green Spend calculation at a location’s discretion. The process for adding these to the Green Spend calculation is as follows:

$$\frac{\text{Green Spend purchase per category} + \text{approximate market value of goods not purchased}}{\text{Addressable spend per category} + \text{approximate market value of goods not purchased}} \times 100$$

To determine the approximate value of goods not purchased, locations should use an appropriate combination of the below methodologies:

Method 1: Reuse (for example, goods reused from surplus operations)

STEP 1. Determine the current market value of the goods were they to be purchased new.

STEP 2. Sum the product cost (quantity of goods x current market value of goods).

STEP 3. Include the current market value of goods in the numerator and denominator of the Green Spend calculation.

Where:

Current market value of goods is to be determined as the average purchase price of the equivalent good available on system wide contracts (or an average market value of equivalents if no system wide contract exists).

Method 1 Example: 4 desks and 3 desk chairs re-used on campus in surplus operations.

STEP 1: Determine the average cost for the 4 desks and 3 desk chairs from relevant system wide contracts (e.g. average cost of desk is \$2000 each, average cost of chair is \$1,500 each).

STEP 2. Sum the product cost of the items (4 x \$2,000) + (3 x \$1,500) = \$12,500

STEP 3. Include the market value of the goods in the numerator and denominator for the calculation for green spend;

$$\frac{\text{Green Spend purchase per category} + \$12,500}{\text{Addressable spend per category} + \$12,500} \times 100$$

Method 2: Normalized Reduction in Purchase of Commodity Goods

Where:

Product use (goods purchased) is a function of the number of staff/users.

STEP 1. Determine the quantity of goods purchased per driver in a baseline year:

Equation:

$$\frac{\text{Baseline quantity of goods consumed}}{\text{Baseline quantity of driver}}$$

For example:

$$\frac{\text{Baseline \# reams of copy paper purchased}}{\text{Baseline \# Full Time Equivalent staff}}$$

$$\frac{\text{Baseline \# gallons of cleaning products purchased}}{\text{Baseline \# square feet of cleaned space}}$$

STEP 2. Determine the quantity of goods purchased per driver in the current year using equations as above:

Equation:

$$\frac{\text{Current quantity of goods purchased}}{\text{Current quantity of driver}}$$

For example:

$$\frac{\text{Current \# reams of copy paper purchased}}{\text{Current \# Full Time Equivalent staff}}$$

$$\frac{\text{Current \# gallons of cleaning products purchased}}{\text{Current \# square feet of cleaned space}}$$

STEP 3. Determine the total difference in the quantities of goods purchased between the baseline and current years (savings) using the following equation:

Equation:

Current quantity of driver x (Baseline quantity of goods per driver - Current quantity of goods per driver)

Example:

Paper: Current number of FTEs x (Baseline number of reams of copy paper purchased per FTE - Current number of reams of copy paper purchased per FTE)

Cleaning: Current number of sq. ft. cleaned x (Baseline number of gallons of cleaning product purchased per sq. ft. cleaned - Current number of gallons of cleaning product purchased per sq. ft. cleaned)

STEP 4. Determine the value of savings based on the current market value of goods.

STEP 5. Include the current market value of goods in the numerator and denominator of the Green Spend calculation.

Where:

Current market value of goods: is to be determined as the average price of the equivalent good available on system wide contracts (or an average market value of equivalents if no system wide contracts product available).

Note that if the purchase of one commodity is replaced with purchase of a different (but similar) commodity, this should not be considered a reduction.

Method 2 Example (Using copy paper as example good):

STEP 1: Determine the quantity of goods purchased per driver in baseline year

Baseline year: 2005/06 FY

Quantity of goods purchased: 500 reams of copy paper/year

Driver: 800 Full Time Equivalent staff

Number of reams of copy paper purchased per FTE: $500/800 = .625$ reams per FTE

STEP 2: Determine the quantity of goods purchased per driver in current year

Current year: 2017/18 FY

Quantity of goods purchased: 500 reams of copy paper/year

Driver: 1500 Full Time Equivalent staff

Number of reams of copy paper purchased per FTE: $500/1500 = .33$ reams per FTE

STEP 3: Determine savings per driver between baseline and current year

Current # FTEs x (reduction in reams per FTE) = $1500 \text{ FTEs} \times (.625 \text{ reams per FTE} - .33 \text{ reams per FTE})$

= 421.5 reams of paper

STEP 4: Determine the average value of the savings/reduction

Average value of a ream of paper in UC contract: \$5

$\$5 \times 421.5 \text{ reams of paper} = \$2,107.5$

STEP 5: Add the value of the reduction to both the numerator and the denominator of the Green Spend equation for the product category

$$\frac{\text{Green Spend purchase per category} + \$2,107.5}{\text{Addressable spend per category} + \$2,107.5} \times 100$$

Method 3: Replacement of disposables with reusables

If successful methods have been found to identify reuse numbers where disposables were the standard business as usual, the market value of these disposables may be used in Green Spend calculations. An example of this might be the use of reusable to-go containers at dining locations where reusables are “checked out,” so specific numbers of reusables are available.

In these cases, the value of the disposables displaced may be considered Green Spend and added to the numerator and the denominator for the Green Spend calculation. The process for calculating this is as follows:

STEP 1. Determine number of goods displaced.

STEP 2. Determine value of goods displaced per unit.

STEP 3. Calculate total value of goods displaced (number of goods displaced) x (value of goods displaced per unit)

STEP 4. Include the current market value of goods in the numerator and denominator of the Green Spend Calculation.

Method 3 Example:

For this example, a dining operation uses reusable to-go containers and tracks their usage. 500 reusable to-go containers are used in a year.

STEP 1. Determine number of goods displaced

From the example above, 500 to-go containers are displaced

STEP 2. Determine value of goods displaced per unit

Alternative compostable to-go containers cost \$0.20 each (on system wide or local contract).

STEP 3. Calculate total value of goods displaced

500 compostable to-go containers x \$0.20/container = \$100

STEP 4: Add the value of the savings/reduction to both the numerator and the denominator of the Green Spend equation for the product category:

$$\frac{\text{Green Spend purchase per category} + \$100}{\text{Addressable spend per category} + \$100} \times 100$$



PRODUCT CATALOG



DESIGNED & MADE



Sustainability is at the core of what we do. We were founded on the idea that quality furniture can be responsibly manufactured in America and be renewable through-out the products life cycle. Our innovative process involves reclaiming quality hardwoods, combined with new responsibly sourced materials to produce compelling new furniture, with minimal waste and impact on the environment.

QUALIFICATIONS:

The principals of SFI spent most of the past 30 years designing, manufacturing and installing commercial furniture for Universities, Schools and Military Housing.

Danny Deane, the owner, has over 20 years in commercial furniture manufacturing, installation, and project management.

Matt Malone, production manager, has over 10 years in case goods manufacturing and wood working.

Dan Slayton, sales & project management, has over 32 years of commercial and retail furniture manufacturing operations, project management and sales.

BACKGROUND:

While installing and removing furniture for Universities and Military bases across the United States, Danny encountered an alarming amount of retired furniture headed for the landfills. Many with large swatches of renewable solid wood components. From this, the idea to reclaim and repurpose solid materials to new furniture was born.

We're committed to offering the highest quality products at a competitive price, while minimizing our impact on the environment. We do this by incorporating reclaimed materials and implementing CARB compliant processes. This can contribute to our customer's LEED Certification goals, when furnishing new or renovated residence halls.



Sustainable Furniture Inc. LEED Contributions

U.S. Green Building Council, (USGBC) committees develop the LEED, in adherence with USGBC policies and procedures guiding the development and maintenance of rating systems to improve the quality of our buildings and their impact on the environment. Green design not only makes a positive impact on public health and the environment, it also reduces operating costs, enhances building and organizational marketability. Essentially it's part of an ongoing effort to make our planet a more sustainable and healthy place to live.

Sustainable Furniture Inc. manufactures environmentally sustainable furniture in Sacramento, California. SFI furniture products, manufacturing practices and raw materials sourcing substantially exceed LEED performance criteria.

MR Credit 2.1 & 2.2

2 Points

Construction Waste Management Divert From Disposal. 100% post-consumer reclaimed wood constitutes a minimum of 30% of the furniture items manufactured by Sustainable Furniture Inc. by weight.

MR Credit 5.1 & 5.2

2 Points

Regional Materials Extracted, Processed & Manufactured Regionally. Sustainable Furniture Inc. is located in south Sacramento, California and manufactures a minimum of 60% of their products within a 500-mile radius of many states.

EQ Credit 4

1 Point

Low-Emitting Materials. Sustainable Furniture Inc. products incorporate materials and finishes that do not off-gas and exceed the requirements of EQ Credit 4.

ID Credits 1.1 – 1.4

1 Point

Innovation in Design. Post-consumer reclaimed wood components being diverted from the waste stream allow purchasing to prioritize LEED compliance. Consistently 30% - 50% of furniture items manufactured by Sustainable Furniture Inc. are composed of reclaimed wood components. This meets or exceeds a total recycled-content value of 30% or more required for this credit.

Recycled content shall be defined in accordance with the International Organization for Standardization document, ISO 14021—Environmental labels and declarations—Self-declared environmental claims (Type II environmental labeling).

Post-consumer material is defined as waste material generated by households or by commercial, industrial and institutional facilities in their role as end-users of the product, which can no longer be used for its intended purpose.

Pre-consumer material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials such as rework, regrind or scrap generated in a process and capable of being reclaimed within the same process that generated it.

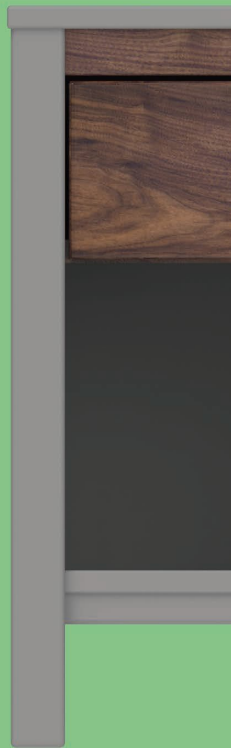


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LIVING & LOUNGE

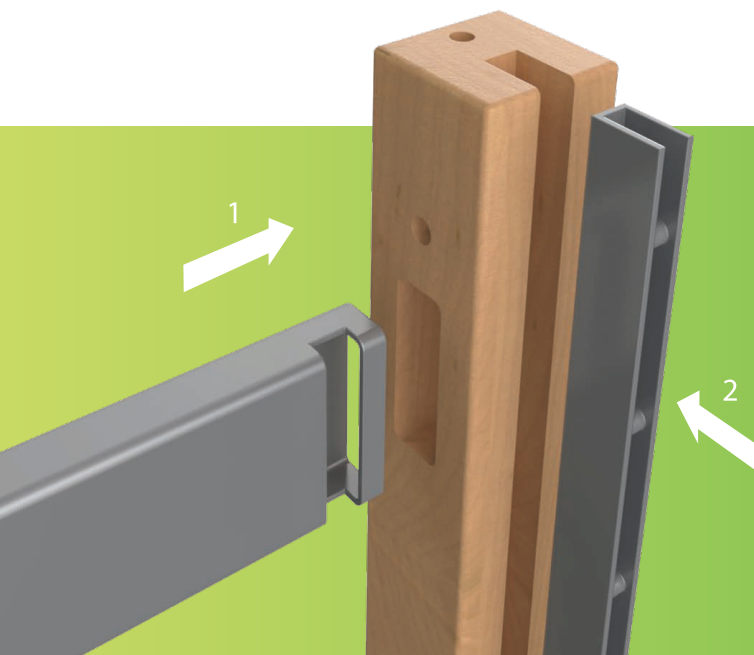
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The Sustainable Furniture Advantage



Frames

Frames greatly enhance the structural integrity of our products, and allow us to warranty it for 25 years.



Patented Channel Lock Bedpost

This metal to metal connection never requires maintenance and does not loosen over time.

Dovetail Joint

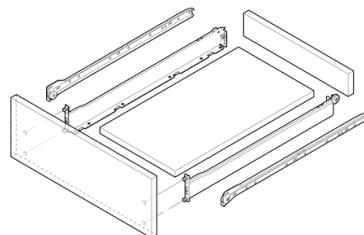
This time tested method allows for the maximum amount of adhesion for a solid drawer unit.



Hand crafted with pride
in the USA.



We also offer GRASS
Zargen, a metal
drawer hybrid option.



G* GRASS





CLASSIC SERIES

Defined by a simple facade, featuring hidden handles below the drawer fronts.



3 Drawer + Pencil Desk
CL205-01



2 Drawer Wardrobe
CL214-02



2 Drawer Stackable Under-bed
CL41H-02



HW9POS TWIN BED
8146-9HW



2 Drawer Nightstand
CL210-02



1 Drawer Desk
MP219-01



3 Drawer Wardrobe
MP214-03



3 Drawer Mobile file
MP39G-02



2 Drawer Stackable Underbed
MP41H-02



HW11POS Twin Bed
9146-11HW



METROPOLITAN SERIES

Metal and wood combine to make a refreshing yet timeless collection.



SAN SIMEON SERIES

Minimalist and enduring, with built in handles above solid wood drawer fronts.



3 Drawer Nightstand
SS210-01



3 Drawer Dresser
SS203-01



Queen Platform Bed
SS147-01



Media 60"
SSE20-01





Mission Coffee Table
MSC47-01



Mission End Table
MST47-01



Mission Chair
LS1MS-01



Mission Sofa
LS1MS-04





MISSION SERIES

With subtle curves and decorative details, this style adds a touch of luxury to the space.

BEDROOM & STUDY





BEDS

BUNKABLE / LOFTABLE



Metro Twin Bed
MP146-HW11POS 3OC
85" X 40 5/8" X 36"



Metro Loft Bed
9146-LK HW11 3OC
85" X 40 5/8" X 72"



Metro Junior Loft Bed
9146-JL HW11 3OC
85" X 38 5/8" X 72"



Classic Twin Bed
8146 HW9POS 3OC
85" X 40 5/8" X 36"



Classic Loft Bed
8146-LK HW9POS 3OC
85" X 40 5/8" X 72"



Classic Bunk Bed
8146-B HW9POS 3OC
85" X 40 5/8" X 72"



BNB Twin Bed
8145-BB3POS
85" X 40 5/8" X 36"



BNB Loft Bed
8145-LK BB3POS
85" X 40 5/8" X 72"



BNB Bunk Bed
8145-B BB3POS
85" X 40 5/8" X 72"



Mission Twin Bed
8146-MS HW9POS
85" X 40 5/8" X 36"

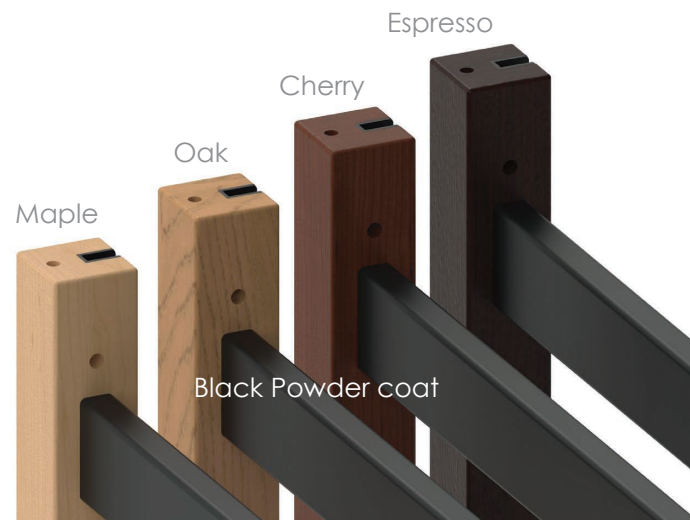


Mission Bunk Bed
8146-MS HW9POS
85" X 40 5/8" X 72"



Metal 2POS Twin Bed
9146-2BL-M
85" X 38 1/4" X 36"

Common Finishes



BEDS

PLATFORM



Panel Twin Bed
CL147-01
84" X 40" X 42"-TXL
84" X 56" X 42"-FUL
84" X 62" X 42"-QN



Saratoga Platform Bed
SR147-01
84" X 42" X 41"-TXL
84" X 50" X 41"-FUL



San Francisco Bed
SF147-01
83" X 58" X 36"-FUL
83" X 44" X 36"-TXL
83" X 62" X 36"-QN



Metro Queen Bed
MP147-01
85" X 62 5/8" X 36"



San Simeon QN Bed
SS147-01
83" X 62" X 18"



Stanford Queen Bed
ST147-01
82 1/8" X 62 1/8" X 18 5/8"



CA Twin XL
CA147-01
80" X 36 1/2" X 18 7/8"



Capitola Twin XL
CP147-01
80" X 38" X 20"

CAPTAINS



Classic 2 Drawer Full Bed
CL137-01
82" X 57" x 36"



Classic 4 Drawer Twin Bed
CL137-02
82" X 41" X 36"



Gov 6 Drawer Twin Bed
GR137-01
93 3/4" X 41" X 46"



Classic 2 Drawer Lift-Top Twin Bed
CL151-01
93 3/4" X 41" x 61 1/2"



Gov 2 Drawer Lift-Top Full Bed
GR151-01
93 3/4" X 57" x 61 1/2"



Silver Powder coat

BED ACCESSORIES

GUARD RAILS



Solid Hardwood
CL45G-01



Fence Style
CL45G-02



MNL Style
ML45G-01



Steel Fence Style
MP45G-02



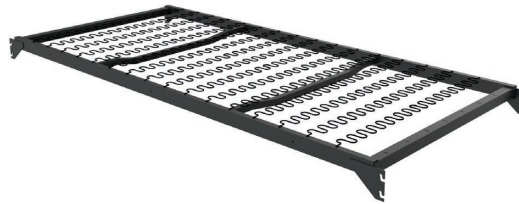
Plycore Style
MP45G-01



OPTIONS



Hook-on Bed Shelf
HBS-2
24" X 7 1/8" X 5 13/16"



NoSAG Spring
8151-B(NS)



Solid Wood Ladder
CL45L-01

BOOKCASES



Convertible
CL225-11
16" X 16" X 24"



ADJ 1 Shelf
CL225-01
24" X 12" X 30"



ADJ 2 Shelf
CL225-02
30" X 12" X 36"



ADJ 3 Shelf
CL225-03
30" X 12" X 48"



Metro Glass Door
MP225-03
30" X 12" X 48"

CARRELS



1 Shelf Dry Erase
CL208-01
28" X 9" X 26"
40" X 9" X 26"



1 Shelf UPH Back
CL208-01
28" X 9" X 26"
40" X 9" X 26"



1 Shelf Open Back
CL208-01
28" X 9" X 26"
40" X 9" X 26"



1 Shelf Loft Height
CL208-02
40" X 9" X 22"



2 Shelf Full Cork Back
CL208-03
40" X 9" X 28"



2 Shelf Half Back w/ LED
CL208-04
40" X 9" X 34"



DESKS



Metro 1 Drawer
MP219-01
30" X 24" X 30"
36" X 24" X 30"
42" X 24" X 30"



Metro Table Desk
MP219-03
36" X 24" X 30"
42" X 24" X 30"



Metro 133 Desk
MP133-22
42" X 24" X 30"



Metro 133 Desk KT
MP133-02
42" X 24" X 30"



Classic 3 Drawer
CL205-01
42" X 24" X 30"
48" X 24" X 30"



Classic 3 Drawer KT
CL205-02
42" X 24" X 30"
48" X 24" X 30"



Classic Panel
CL219-01
36" X 24" X 30"
42" X 24" X 30"



Classic Panel ND
CL219-03
30" X 24" X 30"
36" X 24" X 30"
42" X 24" X 30"



Mission 3 Drawer
MS205-01
46 1/4" X 24" X 30"



Mission 1 Drawer
MS219-01
36" X 24" X 30"



Face Frame Desk
FF205-01
42" X 24" X 30"
48" X 24" X 30"



4 Leg 1 Drawer
CL133-01
42 1/4" X 24" X 30"



Metro 4 Leg
MP133-03
42" X 24" X 30"



Saratoga 1 Drawer
SR133-01
44" X 23" X 30"



Sausalito 2 Drawer
SL133-01
50" X 24" X 30"



Metro Retail Desk
MP133-13
48" X 24" X 30"



Malibu Desk PD
MU205-01
43 1/8" X 23 1/8" X 30"



Malibu Desk KT
MU205-02
43 1/8" X 23 1/8" X 30"



Malibu Desk
MU205-03
43 1/8" X 23 1/8" X 30"



Gov 3 Drawer
GR205-01
42" X 24" X 30"
48" X 24" X 30"



San Simeon 1 Drawer
SS219-11
42" X 24" X 30"

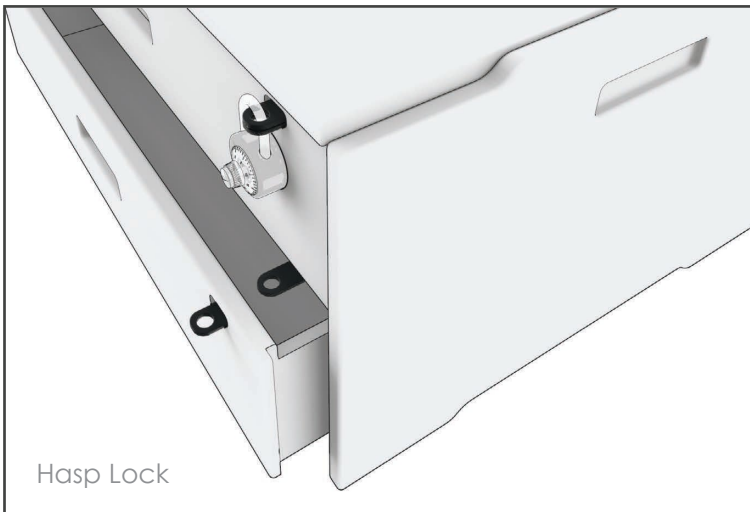


Carmel Desk + Mobile Pedestal
CM219-01 + CM39G-02
42" X 23 7/8" X 30"

AVAILABLE OPTIONS



Swing Lock



Hasp Lock



USB Power Strip

PEDESTALS



Metro Mobile File PT
MP39G-02
17" X 23 3/4" X 30"



Classic File
CL39G-01
17" X 22 1/2" X 28 5/8"



Metro Mobile File
MP39G-01
17" X 22 1/2" X 28 5/8"



Metro NonMobile File
MP40G-01
17" X 22 1/2" X 28 5/8"

NIGHTSTANDS



Metro 1 Drawer
MP210-01
22 3/4" X 16" X 23"



Classic 1 Drawer
CL210-01
22 3/4" X 16" X 23"



Classic 2 Drawer
CL210-02
22 3/4" X 16" X 23"



Classic 1 Shelf
CL210-03
22 3/4" X 16" X 23"



Mission 1 Drawer
MS210-01
23" X 16" X 23"



Mission 1 Drawer
MS210-02
23" X 16" X 23"



Saratoga 1 Drawer
SR210-01
18" X 17" X 24"



SF 1 Drawer
SF210-01
16 3/4" X 16" X 22 3/4"



Sac 1 Drawer
SC210-01
22 3/4" X 16" X 23"



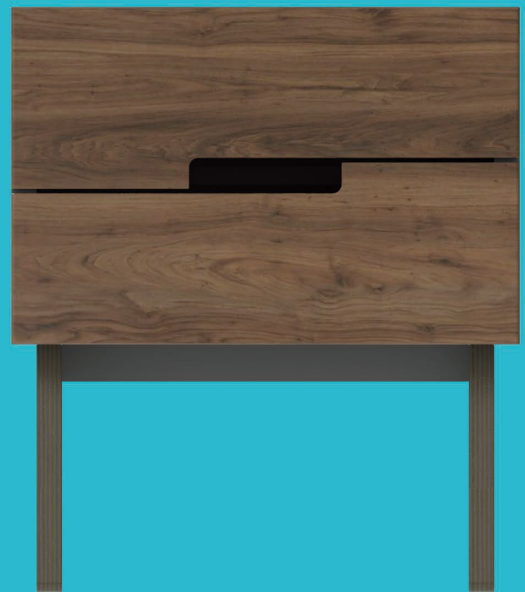
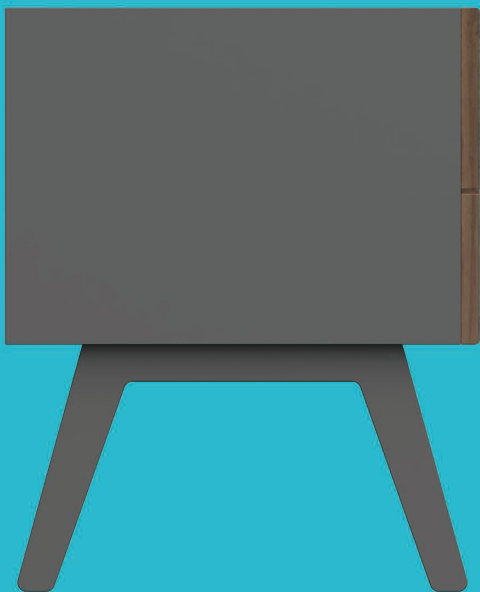
Capitola 2 Drawer
CP210-01
25 1/4" X 16" X 25"



San Simeon 3 Drawer
SS210-01
19 3/4" X 17" X 21 1/2"



Face Frame 1 Drawer
FF210-01
22 3/4" X 16" X 23"



WARDROBES



Metro 3 Drawer
MP214-03
36" X 24" X 72"



Classic 2 Drawer
CL214-02
36" X 24" X 72"



Classic 1 Drawer
CL214-04
36" X 24" X 72"



Classic 3 Drawer Loft
CL216-03
36" X 24" X 56"



Metro 2 Door
MP214-01
36" X 24" X 72"



Gov 2 Door
GR214-01
36" X 24" X 72"



Mission 3 Drawer
MS214-03
36" X 24" X 72"



CA 3 Drawer w/ PO Desk
CA214-06
36" X 24" X 72"



Classic 2 Door Collapsible
CL224-01
36" X 24" X 72"
Folds to 36" X 9" X 72"



Saratoga Half
SR215-05
22" X 24" X 76"



Classic 2 Drawer Half
CL215-02
18" X 24" X 72"



Classic 2 Drawer V2
CL214-02
36" X 24" X 72"



Face Frame 2 Door
FF214-01
36" X 24" X 72"



CA Steel 2 Door
CA214-01
36" X 24" X 72"



CA Steel 2 Door ADA
CA216-01
36" X 24" X 56"



CHESTS



Metro 3 Drawer Mobile
MP203-11
30" X 24" X 30"



Classic 3 Drawer
CL203-01
30" X 24" X 30"



Classic 3 Drawer V2
CL203-01
30" X 24" X 30"



Capitola 3 Drawer
CP203-01
36 1/4" X 19" X 43"



San Simeon 3 Drawer
SS203-01
38" X 18" X 33"



Classic 3 Drawer PT
CL203-05
30" X 24" X 34"



Classic 4 Drawer
CL203-02
30" X 20" X 37 9/16"



Mission 4 Drawer Chest
MS203-02
33 3/8" X 19" X 38"



Metro 5 Drawer
MP203-03
30" X 20" X 46"



Gov 5 Drawer V2
GR203-03
30" X 20" X 46"



Mission 5 Drawer Chest
MS203-03
33 3/8" X 19" X 47"



Classic 6 Drawer
CL203-04
30" X 19 1/4" X 55"



Sac 6 Drawer
SC202-01
59 5/8" X 19 1/8" X 31 5/16"



Classic 6 Drawer
CL202-01
59 5/8" X 19 1/8" X 30"



Sausalito 6 Drawer
SL202-01
50" X 24" X 30 1/8"

UNDERBEDS



Metro 2 Drawer
MP40H-02
30" X 22" X 13 3/4"



Metro 2 Drawer
MP40H-01
30" X 22" X 13 3/4"



CA Steel 2 Drawer
CA40H-02
40" X 22" X 16"



Classic 2 Drawer
CL40H-02
30" X 22" X 15"



Classic 1 Drawer
CL40H-01
30" X 22" X 16"



Gov 2 Drawer SXS
GR41H-03
30" X 22" X 16"



Metro 2 Drawer
MP41H-02
30" X 22" X 16"



Classic 2 Drawer
CL41H-02
30" X 22" X 16"



Mission 2 Drawer
MS41H-02
30" X 22" X 16"



Malibu 2 Drawer Metal Frame
MU41H-02
31" X 22 1/8" X 18"



Carmel 2 Drawer
CM41H-02
26" X 22" X 15"



Face Frame 2 Drawer
FF41H-02
30" X 22" X 15"



San Simeon 2 Drawer
SS41H-02
30" X 22" X 16"

LIVING & LOUNGE





TABLES



Metro Spider
MP30X-01
36" D X 30"
42" D X 30"



Round Drop Leaf
CL30X-03
42" D X 30"



Metro Round Base
MP30R-01
36" D X 30" H
42" D X 30" H



Metro Bar Height
MP30X-01
36" D X 40"



Metro Square
MP30X-02
36" X 36" X 30"
42" X 42" X 30"



Square Drop Leaf
CL30X-04
36" X 36" X 30"
42" X 42" X 30"



Capitola Stone Top
CP30L-02
38" X 38" X 30"



Classic Tapered
CL30V-02
42" X 36" X 30"



Square Bar
CL30L-02
36" X 36" X 40"



Classic Dining
CL30L-02
72" X 36" X 30"



Metro Sled
MP30U-02
72" X 36" X 30"



Metro T-Base
MP30T-02
72" X 36" X 30"



Metro 4 Leg
MP30L-02
72" X 36" X 30"
30" X 30" X 30"



Classic Oval Trestle
CL30X-05
72" X 36" X 30"



Metro Oval
CL30L-05
72" X 36" X 30"

CHAIRS/BARSTOOLS



Vertical Back
STOVB-01
16" X 17" X 32"



MA WS
STMSA-01
16" X 17" X 32"



SFI Jive
STJVE-01
20 1/2" X 21" X 34"



SFI Java
STJVA-01
18" X 21" X 32"



SFI Snap
STSNP-01
18" X 21 1/5" X 36"



SFI Entry
STENT-01
20" X 23 1/2" X 36"



BSC Sled
ST085-01
18" X 20" X 32"



UPH Sled
ST087-01
18" X 20" X 32"



UPH 2 Pos
ST097-01
18" X 22" X 32"



UPH 4 Leg
ST077-01
18" X 20" X 32"



SFI Grad
STGRD-01
19" X 22" X 33"



SFI Brady
STBDY-01
17" X 20" X 34"



ARM Sled
ST085-02
22" X 21" X 32"



ARM UPH
ST087-02
22" X 21" X 32"



ARM UPH 2 Pos
ST097-02
22" X 24" X 32"



UPH 4 Leg
ST077-02
22" X 21" X 32"



SFI Jive BH
STJVE-02
20 1/2" X 21" X 46"



SFI Brady BH
STBDY-02
17" X 20" X 44"



Vertical Back BH
STOVB-02
16" X 17" X 44"



MA WS BH
STMSA-02
16" X 17" X 44"



Mission BH
ST075-04
18" X 20" X 44"



4Leg BH
ST075-03
18" X 20" X 44"



4Leg UPH BH
ST077-03
18" X 20" X 44"



SB UPH BH
ST087-03
18" X 20" X 44"

COFFEE TABLES



MPC27-01
36 1/4" X 20 1/4" X 18"
42 1/2" X 24 1/2" X 18"



CLC47-01
48" X 22" X 18"
48" X 48" X 18"



CLC27-01
42" X 22" X 18"
48" X 48" X 18"



MPC32-01
32"D X 18"
36"D X 18"



SLC50-01
42" X 20" X 18"



MSC47-01
42" X 22" X 18"



CLC28-01
42" X 22" X 18"
48" X 48" X 18"



MPC32-02
36" X 18" X 16 1/4"

ACCENT TABLES



MPT27-01
18" X 20 1/4" X 18"
16 1/4" X 20 1/4" X 22"
24" X 24" X 25"



MPT27-02
36 1/4" X 20" X 18"



CLT47-01
28" X 28" X 22"
22" X 26" X 20"



CLT27-01
28" X 28" X 22"
22" X 26" X 20"



MPT32-01
28" X 28" X 18"
32" X 32" X 23"



SLT50-01
24" X 24" X 22"



MST47-01
28 3/4" X 28 3/4" X 22"
22" X 26" X 20"



CLT28-01
28" X 28" X 22"
22" X 26" X 20"



Capitola Console
CPT27-01
84" X 20" X 34"

MEDIA UNITS



San Simeon Media
SSE20-01
60" X 20" X 19 1/4"
40" X 20" X 19 1/4"



Metro Media
MPE00-01
40" X 20" X 19 1/4"



Mission 2 Drawer Media
MSE20-01
42" X 19" X 21"



Face Frame Media
FFE22-01
52" X 20" X 30"



Metro Media
MPE00-02
32" X 20" X 28"



Gov 2 Door
GRE02-01
30" X 20" X 30"



Gov 3 Drawer Media
GRE30-01
30 1/2" X 19" X 38"



Classic 4 Drawer
CLE40-01
30 1/2" X 19" X 46 1/2"



Face Frame 2 Door
FFE02-01
42" X 19 1/4" X 26"



San Diego 2 Door
SDE02-01
48" X 18" X 25"



San Diego 2 Door
SDE00-01
64" X 18" X 20 1/2"



Wireless charging option



UPHOLSTERED SEATING



SEC Chair
LSSEC-01
26" X 32 1/2" X 34"



SEC Settee
LSSEC-02
52" X 32 1/2" X 34"



SEC Corner
LSSEC-03
32 1/2" X 32 1/2" X 34"



Ottoman
LSOTT-01
32 1/2" X 32 1/2" X 17"



Bengal Armless Chair
LSBGO-01
24 1/2" X 34" X 31 1/4"



Bengal Armless Settee
LSBGO-02
49" X 34" X 31 1/4"



Bengal Armless Sofa
LSBGO-04
73 1/2" X 34" X 31 1/4"





Bengal Chair
LSBGA-01
32" X 32 1/2" X 31"



Bengal Settee
LSBGA-02
54" X 32 1/2" X 31"



Bengal Sofa
LSBGA-04
76" X 32 1/2" X 31"



PC Chair
LSPCY-01
39 1/4" X 35" X 31 3/4"



PC Settee
LSPCY-02
61 1/4" X 35" X 31 3/4"



PC Sofa
LSPCY-04
83 1/4" X 35" X 31 3/4"



SW Chair
LSSUM-01
41" X 37" X 33"



SW Sofa
LSSUM-04
80" X 36" X 33"



Storage Ottoman
LSOTT-02
30" X 30" X 18"



Panel End Chair
LS1SE-01
27" X 30" X 32"



Panel End Settee
LS1SE-02
51" X 30" X 32"



Panel End Sofa
LS1SE-04
75" X 30" X 32"

UPHOLSTERED SEATING



Mission Chair
LS1MS-01
31" X 30" X 28"



Mission Settee
LS1MS-02
55" X 30" X 28"



Mission Sofa
LS1MS-04
78 5/8" X 30" X 28"



Contour Chair
LSCON-01
30 1/2" X 32" X 34 1/2"



Contour Settee
LSCON-02
52 1/2" X 32" X 34 1/2"



Contour Sofa
LSCON-04
74 1/2" X 32" X 34 1/2"



Wood Cap Chair
LSWCP-01
30 1/2" X 32" X 34 1/2"



Wood Cap Settee
LSWCP-02
52 1/2" X 32" X 34 1/2"



Wood Cap Sofa
LSWCP-04
74 1/2" X 32" X 34 1/2"



Sled Base Chair
LS1SB-01
27" X 30" X 32"



Sled Base Settee
LS1SB-02
51" X 30" X 32"



Sled Base Sofa
LS1SB-04
75" X 30" X 32"



Leg End Chair
LS1LE-01
27" X 30" X 32"



Leg End Settee
LS1LE-02
51" X 30" X 32"



Leg End Sofa
LS1LE-04
75" X 30" X 32"



LSG Chair
LSGCH-01
25" X 26" X 31"

SERVICES

SPACE PLANNING

We'll work with your team to create the most cost effective solution for your housing needs, maximizing space and efficiency with minimal waste.



CUSTOM DESIGNS

Let our design and engineering team help you with your next project. We can produce photo-realistic renderings of any style, finish and fabric you choose and show you how the furniture enhances your space. Then, upon approval, we build and evaluate to insure a well engineered piece that will last for years.



INSTALLATION SERVICES

Our commitment to customer satisfaction extends through the installation phase of each project. Furniture removal and installation services are offered "in house." Our team of experienced installers travel to each project location insuring customer satisfaction through quality installation and/or removal services.



CERTIFICATION

MAS



MAS Certified Green® Certificate of Compliance Low-Emitting Materials

SUSTAINABLE FURNITURE, INC. OF RENO, NV

13805 MT. ANDERSON STREET; ZIP CODE: 89506

Awarded to:

Category:
Cert. Scheme:

Contract and Dormitory Furniture - Casegoods
VOC Emissions

Accredited
Standards &
Test Methods:

ANSI/BIFMA e3-2019 Sections 7.6.1, 7.6.2, 7.6.3
CDPH Standard Method v1.2

classroom furniture
classroom furniture

ANSI/BIFMA x7.1-2011 (R2016)
ANSI/BIFMA e3-2019 Sections 7.6.1, 7.6.2
ANSI/BIFMA e3-2019 Sections 7.6.2
CDPH Standard Method v1.2

open & private offices
private offices
open & private offices
open office

*Conforms
With:

Criteria of MAS Certified Green® Program
LEED v4.1 ID+C, BD+C
CHPS 2019 Core Criteria 3.0 EQ C6.1.4

classroom, office & dormitory
low-emitting materials
classroom pupil desks

Certified
Products:

Classic Series, Metropolitan Series, San Simeon Series, Missions Series,
Bedroom & Study, Living & Lounge.** ** Product tested as representative exemplar for product series listed above.
(Limitations: Mission Chair, Mission Sofa, SFI Snap, SFI Entry, and upholstered seating are excluded from compliant products list.)

Test Date:

March 25, 2021

Report No.: 2100146

Certificate No.: MAS2100146

Valid: March 2021 to March 2022



Testing Cert. # 2925.01
Product Cert. # 2925.02

Product Certifier, MAS Certified Green CT

Laboratory Testing by **Materials Analytical Services, LLC** - ISO/IEC 17025:2017
3rd Party Product Certification by **MAS Certified Green®** - ISO/IEC 17065:2012

*outside of A2LA accreditation scope

3945 Lakefield Ct. • Suwanee, Ga. • 770-866-3206 • <http://www.mascertifiedgreen.com/>

TERMS AND CONDITIONS

SALES OFFICE

Sustainable Furniture Inc.
5800 Alder Ave. Sacramento, CA 95828
916-389-0310 PHONE
916-389-0390 FAX
www.sustainablefurnitureinc.com

TERMS

Payment terms are net 30 days from the date of the invoice. Special payment terms may be extended at the discretion of Sustainable Furniture Inc. Any delays, changes, or cancellations of orders must be with the written consent of Sustainable Furniture Inc. and may be subject to service charges.

CREDIT CARD USAGE

Credit card purchases are available but limited to purchases under \$5,000.00.

CHECK-LIST FOR ORDERING

To ensure your order is processed promptly and delivered without delay, it is necessary to follow the steps below when placing an order:

- * Order must be in written form and submitted on an official Purchase Order Form with an authorized signature
- * Order must include both the billing and shipping address. The shipping address must include a contact name and telephone number.
- *The correct product name, brief description, and quantity should be listed.
- * All wood stains, fabric selections, or laminate selections must appear on the order. Verbal color selections WILL NOT be acceptable.
- * The freight status must be included.
- * An official Tax Exempt Certificate must be submitted with the order or tax will be assessed.

LEAD TIME

Lead times may vary according to the time of the year of order placement. A commitment of the lead time will be offered at the time of order placement.

ORDER CHANGES/CANCELLATIONS

Any order changes are subject to the seller's ability to conform and will be subject to the expense of material, labor, and other costs involved in the change. Cancellations will not be accepted on any orders in process without prior written approval. Cancellation charges may be assessed depending on the amount of work completed at the time of cancellation approval.

WARRANTY

This warranty covers furniture manufactured by Sustainable Furniture Inc. against defects in workmanship and material. Our solid wood products carry a warranty of 25 years from the date of delivery. The warranty becomes invalid if products exhibit abuse and improper use. The following are specifically excluded from the warranty:

- * damage as a result of accident, fire, flood, civil disorder, strike, abuse, misuse of any cause outside of ordinary use
- * scratching or natural wearing of finishes
- * damage caused from shipping
- * furniture that has been unduly exposed to the elements such as water, direct sunlight, etc.
- * acts of omissions of parties (including user modifications, alterations or disassembling)
- * this warranty does not include defects from normal wear and tear
- * natural variations occurring in wood shall not be considered defects and the seller does not guarantee colorfastness or matching of paint colors, grains, textures, or surface hardness of such materials. Any approved warranty item will be repaired free of charge

RETURNS

The return of merchandise for any reason will not be accepted without prior approval. Returns will be considered when requested within 60 days of delivery. Do not return merchandise without the proper authorization, as the shipment will be refused and the freight charges will be the purchaser's responsibility.

Sustainable Furniture Inc.
5800 Alder Ave. Sacramento, CA 95828
916-389-0310 PHONE
916-389-0390 FAX
www.sustainablefurnitureinc.com

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does offeror agree? YES _____ DN _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ DN _____ Initials of Authorized Representative of offeror

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

(C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

(D) **Davis-Bacon Act,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does offeror agree? YES *JD* Initials of Authorized Representative of offeror

(E) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Does offeror agree? YES *JD* Initials of Authorized Representative of offeror

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

issued by the awarding agency.

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

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

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

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

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

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

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

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

(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:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name: Sustainable Furniture Inc.

Address, City, State, and Zip Code: 13805 Mt. Anderson Street Reno, NV 89506

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

Phone Number: 916-389-0310 Fax Number: _____

Printed Name and Title of Authorized Representative: Daniel Deane, President

Email Address: deane@sustainablefurnitureinc.com

Signature of Authorized Representative:  Date: 04/23/2021

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

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

Public Policy

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

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

Affirmative Steps

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

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

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

Bid Guarantee

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

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. **Termination for Convenience:**

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

2. **Equal Employment Opportunity:**

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

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

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

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

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incorporated by reference into this contract.

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer

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or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and

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the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT

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Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout

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the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Sustainable Furniture Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Daniel Deane, President
Name and Title of Contractor's Authorized Official

04/23/2021
Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

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

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

Statements) applies to its actions pertaining to the contract.

- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Offeror's Name: Sustainable Furniture Inc.

Address, City, State, and Zip Code: 13805 Mt Anderson Street Reno, NV 89506

Phone Number: 916-389-0310 Fax Number: _____

Printed Name and Title of Authorized Representative: Daniel Deane, President

Email Address: deane@sustainablefurnitureinc.com

Signature of Authorized Representative: _____
04/23/2021

 Date: _____

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Statement of Ownership Disclosure
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	McBride-Principles

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Sustainable Furniture, Inc.

Organization Address: 13805 Mt Anderson Street Reno, NV 89506

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Daniel R. Deane	12165 Hidden Hills Drive Sparks, NV 89441

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

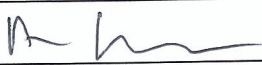
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
Not applicable	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification


I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Daniel R Deane	Title:	President
Signature:		Date:	04/23/2021

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

State of ~~New Jersey~~ Nevada
County of Washoe

 **SAM N. OKORIE**
Notary Public - State of Nevada
County of Washoe
APPT. NO. 94-3760-2
My App. Expires Aug.. 5, 2024

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

Company Name: Sustainable Furniture Inc.
Street: 13805 Mt Anderson Street
City, State, Zip Code: Reno, NV 89506

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

04/23/2021
Date


Authorized Signature and Title President

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

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

OR

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

Check the box that represents the type of business organization:☐ Partnership☒ Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name: Daniel R. Deane	Name:
Home Address: 12165 Hidden Hills Drive Sparks, NV 89435	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 21 day of April
22

(Notary Public)

My Commission expires:

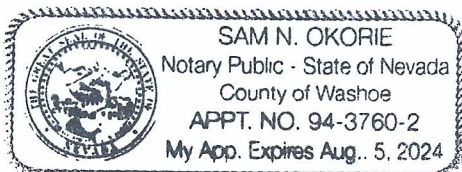
08/05/2024

(Affiant)

Daniel Deane

(Print name & title of affiant)

(Corporate Seal)



Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeree: Sustainable Furniture Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeree _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeree Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Daniel R Deane

Signature: _____

Title: President

Date: 04/21/2021

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY
SUSTAINABLE FURNITURE INC.
0450641110

The above-named FOREIGN FOR-PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 04/26/2021 and was assigned identification number 0450641110. Following are the articles that constitute its original certificate.

1. **Name:**
SUSTAINABLE FURNITURE INC.
2. **Registered Agent:**
NEW JERSEY REGISTERED AGENT LLC
3. **Registered Office:**
525 ROUTE 73 NORTH STE 104
MARLTON, NEW JERSEY 08053
4. **Business Purpose:**
FURNITURE MANUFACTURER
5. **Incorporated Under the Laws of:**
CALIFORNIA ON 11/07/2011
6. **Effective Date of this filing is:**
04/26/2021
7. **Main Business Address:**
13805 MT. ANDERSON
RENO, NEVADA 89506-8950

Signatures:

DANNY DEANE
PRESIDENT



Certificate Number : 4135242777

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
26th day of April, 2021*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY
SUSTAINABLE FURNITURE INC.
0450641110



Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name: SUSTAINABLE FURNITURE, INC.
File Number: C3424970
Registration Date: 11/07/2011
Entity Type: DOMESTIC STOCK CORPORATION
Jurisdiction: CALIFORNIA
Status: ACTIVE (GOOD STANDING)

As of April 25, 2021 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of California
this day of April 26, 2021.

A handwritten signature in black ink, appearing to read "Shirley N. Weber".

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: RPLEBQY

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at bebizfile.sos.ca.gov/certification/index.

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.


One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

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

Name: Daniel R. Deane Title: President

Signature:  Date: 04/23/2021

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program**DRAFT****EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 45-3962641	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME Sustainable Furniture Inc.		
5. STREET 13805 Mt Anderson Street	CITY Reno	COUNTY Washoe
STATE NV	ZIP CODE 89506	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Daniel R. Deane	SIGNATURE	TITLE President	DATE MO DAY YEAR 04 23 2021
17. ADDRESS NO. & STREET 13805 Mt Anderson Street	CITY Reno	COUNTY Washoe	STATE NV
ZIP CODE 89506	PHONE (AREA CODE, NO., EXTENSION) 916 - 389 - 0310		

DOC #9
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 002343

VENDOR/BIDDER: Sustainable Furniture Inc.

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

- ☒ The Vendor/Bidder has no business operations in Northern Ireland; or
- OR*
- ☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Handwritten signature of Daniel Deane.

Signature

04/23/2021

Date

Daniel Deane, President

Print Name and Title