

General Terms and Conditions of Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc. ("**CCOG**"), Allseating Corporation ("**Winning Supplier**"), and Equalis Group, LLC ("**Equalis**" or "**Equalis Group**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "Party" or in the plural "Parties."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued a request for proposal ("**RFP**") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for furniture solutions with related products and services and awarded a contract to Winning Supplier as a responsible Respondent whose proposal was most advantageous to CCOG. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

2.1. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.

2.2. Supplemental Agreements. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services (“**Customer Agreement**”). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

2.3. Pricing

a. Not-To-Exceed Pricing. All contract pricing is “*Not-To-Exceed Pricing*” where Members will receive pricing that does not exceed the per unit pricing provided by the Respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.

b. Pricing Adjustments. No price increases are permitted within the first ninety (90) days of this contract’s Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

It is Winning Supplier’s responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

c. Rates & Charges. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier’s cost proposal.

2.4. The Term. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the “**Effective Date**”). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the “**Termination Date**”) unless extended, terminated, or cancelled as set forth in the Master Agreement (the “**Initial Term**”). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a “**Renewal Term**”) unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the “**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term.**”

2.5. Formation of Contract

a. **Respondent Contract Documents.** CCOG and Equalis Group will review proposed Respondent contract documents. Respondent's contract document shall not become part of CCOG and Equalis Groups' contract with Respondent unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, the components of the Winning Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. **Order of Precedence.**

1. General terms and conditions of Master Agreement;
2. Specifications and scope of work, as awarded;
3. Attachments and exhibits to the Master Agreement;
4. The solicitation and all attachments thereto; and
5. The Respondent's proposal and all attachments thereto.

2.6. **Confidentiality.**

a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers

with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

b. Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. Indemnification. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("**Indemnified Parties**") against all claims, damages, losses and expenses ("**Claims**") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("**Losses**").

2.8. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.9. Termination Rights. The Parties shall have the termination rights set forth below.

a. Insolvency. If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

2.10. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.11. Audit of Winning Supplier. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

2.12. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.13. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. **Addresses for Notices.** Written notices for the Winning Supplier will be sent to the remittance address provided with the Winning Supplier's proposal.

i. If to **CCOG**:

The Cooperative Council of
Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway,
Suite 298
Plano, Texas 75024

2.14. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.15. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.16. No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.17. Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.18. Nondiscrimination & Intimidation.

a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any

employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

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REQUEST FOR PROPOSALS:

Furniture Solutions with Related Products & Services

RFP #:

COG-2152

ISSUED BY:

The Cooperative Council of Governments

On Behalf of Equalis Group

6001 Cochran Road, Suite 333

Cleveland, Ohio 44139

DATED:

October 13, 2023

SECTION TWO:

Proposal Submission Documents, Technical Proposal, Cost Proposal and Other Required Forms

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal.

The below documents can be found in Section 2; Proposal Submission and Required Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- Proposal Form 3: Diversity Vendor Certification Participation**
- Proposal Form 4: Certifications and Licenses**
- Proposal Form 5: Unresolved Findings for Recovery**
- Proposal Form 6: Mandatory Disclosures**
- Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- Proposal Form 9: Clean Air Act & Clean Water Act**
- Proposal Form 10: Debarment Notice**
- Proposal Form 11: Lobbying Certification**
- Proposal Form 12: Contractor Certification Requirements**
- Proposal Form 13: Boycott Certification**
- Proposal Form 14 Federal Funds Certification Forms**
- Proposal Form 15 FEMA Funding Requirements Certification Form**
- Proposal Form 16: Arizona Contractor Requirements**
- Proposal Form 17: New Jersey Requirements**
- Proposal Form 18: General Terms and Conditions Acceptance Form**
- Proposal Form 19: Equalis Group Administration Agreement Declaration**
- Proposal Form 20: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. <u>OVERVIEW</u> & <u>QUALIFICATIONS</u>		
1.1. Company Information		
1.1.1. Company Name:	Allseating Corporation	
1.1.2. Corporate Street Address:	5800 Avebury Road, Unit 3, Mississauga, ON L5R 3M3	
1.1.3. Website:	www.allseating.com	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Allseating was incorporated in 1982 and has been in business under the same name, Allseating Corporation, for 41 years.	
1.1.5. Primary Point of Contact. Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Cindy Lawton-Moreby
	Title:	Vice President of Sales
	Phone:	416-671-5694
	E-Mail Address:	cindy@allseating.com
1.1.6. Authorized Representative. Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or	Contact Name:	Cindy Lawton-Moreby
	Title:	Vice President of Sales
	Phone:	416-671-5694
	E-Mail Address:	bidsdepartmentus@allseating.com

<p>breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).</p>		
<p>1.2. Financial Strength & Legal Considerations</p>		
<p>1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.</p> <p>Note: If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, Respondents may mark the information as a "Trade Secret" and the response will be redacted from any future use of the RFP response.</p>	<p>Allseating is a privately held company in excellent financial standing. As a private company we cannot release our financial statement. Please see attached letter of financial standing from our accounting firm, S&C Partners LLC.</p>	
<p>1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>Allseating Corporation has had no bankruptcy or insolvency since its incorporation in December 1981.</p>	
<p>1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>Allseating has not been involved in any litigation in the past 3 years.</p>	
<p>1.3. Industry Qualifications</p>		

<p>1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>Allseating is a Manufacturer</p>
<p>1.3.2. Manufacturer Authorization. If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.</p>	<p>n/a</p>
<p>1.3.3. Authorized Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p>NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></p>	<p>Allseating uses a nation-wide network of authorized dealers. We intend to allow users to contract directly with Allseating or purchase through one of our authorized dealer partners.</p>
<p>1.3.4. Network Relationship. If your company is best described as a manufacturer or service provider, please describe</p>	<p>Allseating is a manufacturer In order to carry out the services throughout the different projects we have aligned ourselves with strong dealer partners across North America. Through these partnerships we are able to consult with our clients to provide the right solution for each project, produce floor pans and 3D drawings, repair, maintain,</p>

<p>how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>deliver and install furniture and equipment throughout the country, provide installation evaluation and the supply of maintenance manuals and training materials in both English and French for all product specified. Allseating is an open line with aprox 1000 dealers open throughout the USA (including Puerto Rico) and Canada. Shipping is included in all of our product pricing to the 48 contiguous United States and to Canadian Provinces. For product going outside of these areas we include shipping to the nearest port. Since the pandemic, Allseating has also set up distribution with dealers and shipping carriers to ship to residential customers.</p> <p>Allseating works with both corporate reps and independent rep groups throughout the various regions in the US.</p>
<p>1.3.5. Industry Experience. How long has your company provided the products and services outlined in your proposal? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>For over four decades, Allseating has designed and manufactured a diverse range of award-winning seating solutions to support workers; creating a legacy of stylish, intuitive, and ergonomic products. From task chairs to side chairs, lounge seating to healthcare and higher education seating, our dedication to onward is what drives us to create products that constantly set the bar for the industry. We have derived 100% of our revenue over the past 3 years from the manufacture and sale of these products.</p>
<p>1.3.6. Geographic Reach. Describe your company's <u>current</u> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>We currently have a sales force and dealer network that covers all geographical areas within the US, Puerto Rico, Alaska and Hawaii. We intend to offer services under this contract to all areas noted.</p>
<p>1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any</p>	<p>The following certifications are held by Allseating - All are voluntary standards.</p> <p>ISO9001 QUALITY MANAGEMENT SYTEM ISO 9001 sets out the criteria for a quality management system and is the only standard in the family that can be certified to (although this is not a requirement). It can be used by any organization, large or small, regardless of its field of activity. In fact, there are over one million companies and organizations in over 170 countries certified to ISO 9001. This standard is based on a number of quality management principles including a strong customer focus, the motivation and implication of top management, the process approach and continual improvement. These principles are explained in more detail in ISO's quality management principles. Using ISO 9001 helps ensure that customers get consistent, good-quality products and services, which in turn brings many business benefits.</p> <p>ISO14001 ENVIRONMENTAL MANAGEMENT SYSTEM ISO 14001:2015 specifies the requirements for an environmental management system that an organization can use to enhance its environmental performance.</p>

<p>referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p>	<p>ISO 14001:2015 is intended for use by an organization seeking to manage its environmental responsibilities in a systematic manner that contributes to the environmental pillar of sustainability.</p> <p>ISO 14001:2015 helps an organization achieve the intended outcomes of its environmental management system, which provide value for the environment, the organization itself and interested parties. Consistent with the organization's environmental policy, the intended outcomes of an environmental management system include: enhancement of environmental performance; fulfilment of compliance obligations; achievement of environmental objectives.</p> <p>ISO 14001:2015 is applicable to any organization, regardless of size, type and nature, and applies to the environmental aspects of its activities, products and services that the organization determines it can either control or influence considering a life cycle perspective. ISO 14001:2015 does not state specific environmental performance criteria.</p> <p>ISO 14001:2015 can be used in whole or in part to systematically improve environmental management. Claims of conformity to ISO 14001:2015, however, are not acceptable unless all its requirements are incorporated into an organization's environmental management system and fulfilled without exclusion.</p> <p>SOURCE: https://www.iso.org/standard/60857.html</p> <p>ANSI/BIFMA e3 FURNITURE SUSTAINABILITY – LEVEL®3</p> <p>The trusted furniture sustainability certification program is created to provide a comprehensive and transparent means to confidently source responsibly manufactured products. Evaluated by third-party certifiers, products are measured against the multi-attribute criteria defined in the ANSI/BIFMA e3 Furniture Sustainability Standard and listed in an industry-wide public product registry. The LEVEL mark demonstrates that the product, the manufacturing facility, and the company responsible for the product brand, have achieved the necessary requirements for certification.</p> <p>SOURCE: https://www.bifma.org/page/level</p> <p>***NOTE - Allseating's entire product line is certified to Level 3 ***</p> <p>INDOOR ADVANTAGE – GOLD</p> <p>To certify our interior products for low VOC emissions with the most transparent Indoor Air Quality (IAQ) standard for furniture and building materials. The Indoor Advantage and Indoor Advantage Gold standard aligns with both ANSI/BIFMA M7.1 and X7.1, and CA 01350. It is recognized by the EPA and GSA, and qualifies for many building rating systems, including LEED v4.1, BREEAM, WELL Building, and Living Building Challenge.</p> <p>SOURCE: https://www.scsglobalservices.com/services/indoor-air-quality-certification</p> <p>PRACTICE GREENHEALTH + HEALTHIER INTERIORS:</p> <p>Allseating is Greenhealth approved and follows the guidelines set forth in the Practice Greenhealth criteria. Practice Greenhealth is the leading membership and networking organization for sustainable health care, delivering environmental solutions to hospitals and health systems across the United States. Allseating strives to ensure that all products are safe and free of harmful chemicals. To accomplish this, we follow guidelines set forth by Healthier Interiors and ensure our products are free of the following chemicals:</p> <p>Formaldehyde</p>
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Flame Retardant Chemicals
Per-and Poly-fluorinated Compounds (PFC's or PFAS)
Polyvinyl Chloride
Antimicrobials
Allseating does not add any of the process chemicals noted above to any products.
All process chemicals are assessed based on Safety Data Sheets and/or Supplier Material Declarations and do not contain any of the substances in coherence with Healthier Hospitals Guidance for Manufacturers to achieve the Healthier Interiors: Furniture and Furnishings Criteria. Further details of this compliancy can be found on the Allseating website under Healthier Interiors
(<https://allseating.com/healthierinteriors>)

BIFMA COMPLIANT
BIFMA Compliant is an industry-wide registry of furniture products that conform to BIFMA safety and durability standards. Compliant provides clarity to the market by differentiating products that meet established industry standards. With an array of options available on the market today and recognizing that individuals and organizations are now outfitting home office environments, BIFMA seeks to help all customers make confident buying decisions. The registry is a resource for both specifiers and buyers to quickly identify quality products that comply with safety and durability standards.
SOURCE: <https://www.bifma.org/page/bifma-compliant>

THIRD PARTY QUALIFICATION
Current certifying body for ANSI/BIFMAe3, IAQ, ISO9001, and ISO14001 holds ANAB ACCREDITATION
Current auditing authority for certifying products to be BIFMA Compliant is BIFMA organization itself
Current laboratory used for testing required under IAQ and BIFMA Compliant is certified to ISO/IEC 17025:2017
Composite wood components are certified under TSCA Title VI
TSCA Title VI requires that composite wood products be tested and certified, ensuring only compliant products enter the product supply chain. Composite wood products must be certified by an EPA-recognized third-party certifier (TPC), also called an EPA TSCA Title VI TPC.
SOURCE: https://www.epa.gov/sites/default/files/2018-04/documents/small_entity_compliance_for_formaldehyde_standardsimporters_distributors_retailers_4.20.2018.pdf

GENERAL:
Allseating is authorized to sell products and provide services in all 50 states, the District of Columbia, South America, the Caribbean and Canada. Allseating complies with applicable federal, state, local, and industry laws for each State / Province / Territory where we conduct business. We also ensure that any distribution partners have the required business licenses and/or insurance certificates required by our customers

Current laboratory used for testing required under IAQ and BIFMA Compliant is certified to ISO/IEC 17025:2017
Composite wood components are certified under TSCA Title VI

	<p>TSCA Title VI requires that composite wood products be tested and certified, ensuring only compliant products enter the product supply chain. Composite wood products must be certified by an EPA-recognized third-party certifier (TPC), also called an EPA TSCA Title VI TPC.</p> <p>SOURCE: https://www.epa.gov/sites/default/files/2018-04/documents/small_entity_compliance_for_formaldehyde_standardsimporters_distributors_retailers_4.20.2018.pdf</p>
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold or are authorized to sell through (if contracts are held with a manufacturer) and the annual revenue through those contracts in each of the last three (3) calendar year.</p> <p>NOTE: Please exclude information and data associated with Federal or GSA contracts.</p>	<p>In the US Sales from Feb 1, 2020-July 31, 2023:</p> <p>Premiere (Healthcare) \$7,013,790 Vizient (Healthcare) \$14,735,006 NASPO - New 2023 State contracts include: State of GA - \$2,955,260 State of FL - \$3,870,625 State of NY - \$617,630 State of NJ.- \$651,437 State of NC - \$849,300 State of AL - \$910,414 State of SC - \$4335,077 State of PA - \$366,783</p>
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>We have not separated this data from our overall sales,, so cannot give an exact \$ value of educational sales.</p> <p>Since most sales come through a dealer rather than direct from the end user we are not reporting on higher ed sales at this time, We would estimate our Higher Ed sales to comprise about 5% of our overall sales. Below is a comprehensive list of Higher Education clients we sell to:</p> <p>We have sold to major universities across Canada and the US, including but not limited to: University of Western Ontario, York University, Sheridan College, Laurier University, University of Toronto, University of BC, University of Calgary, Dalhousie University, St. Mary'sUniversity,</p>

	<p>Ryerson University, McGill University, North York School Board Peel District School Board Thames Valley District School Board University of Miami, Rutgers University, NY School of Arts, UT Houston, UT El Passo, Texas Woman's University, Cal State, Unified School Systems of LA, University of South Florida, UGA, Emory, Georgia Tech, Auburn University, Penn - PA, Northeastern (Boston), Harvard University, Tufts University Baylor College of Medicine Iowa State University Lamar University Lammersville Unified School District Loyola University Chicago Marquette University Rockefeller University Rockhurst University School of Visual Arts Stephen F. Austin State University Texas Tech University The University of Illinois @ Chicago University of California Irvine University of California of Los Angeles - CA University of Minnesota University of Minnesota - Duluth (UMD) University of Pennsylvania Washington State University Yakima Valley College</p>
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e.,</p>	<p>State, local government sales have represented 26% of total sales over the past 3 years. In 2022 it represented 23% of total sales.</p>

<p>municipalities, counties, special districts, and state agencies)?</p>	
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p>UCI Health Linda Nabulsi, Well AP, EDAC Planning Administration, Design & Construction 949 315-5098 Public area and patient room seating.</p> <p>University of Western Ontario Melinda Rigole Project Coordinator Interiors & Facilities (519)661-2111 melwood@uwo.ca Task, guest and conference seating for University of Western Ontario. Customer for over 20 years. Transaction sizes range from \$500 - \$75,000 Volume past 3 years approx \$300,000</p> <p>University of Georgia Jessica E Arent Owens Office of University Architects Project Manager - Interior Designer 401-954-3773 Student seating, lounge and collaborative seating, cafeteria seating, task and conference seating, residence lounge seating Transaction sizes range from \$2,000 to \$100,000 and include I-STEM Building 1 & 2 task seating \$180K and College of Veterinary Medicine Lounge seating \$150K Dollar Volume past 3 years approx \$350,000</p> <p>Quinnipiac University Liz Bender • Director, Capital Planning Facilities Department 275 Mt. Carmel Ave. • Hamden • CT 06518 203.582.6569 Task, conference, cafeteria and lounge seating</p> <p>Rutgers University Mariel Barros, Facilities and Network Location Tel: 973-353-1030 / E: Mariel.barros@rutgers.edu Education New Jersey - NJ Task chairs and stools, lounge furniture Transactions size ranges from \$1,000 - \$10,000 Dollar volume approx past 3 years. \$50,000</p>

2. Products & Services

2.1. Products & Services

2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.

Your response may include, but is not limited to, information related to product or market focus, differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.

IMPORTANT. This description along with the products and services included in the **Attachment B – Cost Proposal** will be utilized to define the overall products and services available under a resulting contract.

For over four decades, Allseating has designed and manufactured a diverse range of award-winning seating solutions to support workers; creating a legacy of stylish, intuitive, and ergonomic products. From task chairs to side chairs, lounge seating to healthcare seating, our dedication to onward is what drives us to create products that constantly set the bar for the industry. Allseating is a family owned privately held company of approximately 175 head office employees, with a 250,000 square foot showroom and manufacturing facility located in Mississauga, Ontario. Many of our employees have tenures of over 25 years with 2nd generation employees also now holding key positions within the company. Our founder is still directly involved in all aspects of the business and can often be found with the design and development team lending his vision and creativity to new product introductions.

Our sales force spans across North America, South America, Europe and the Middle East. We design all new products with an aim to provide innovation at an affordable price point. From our patented invisible suspension lumbar system in our YOU and Levo task chairs and our revolutionary new soft seating system Exchange, to impeccable fit and finish details, we offer a variety of products to suit most budgets and design requirements. As a medium size company, we can offer our clients unparalleled flexibility in our product offering. Our standard products come with a multitude of options, and we work with most major fabric manufacturers. If, however, we need to do something a little bit different to accommodate our client’s requirements, we’re always happy to do it.

At Allseating, we strive to honor a quality policy that commits to providing products and services that are delivered to our customers on schedule, at a competitive price, and of the highest quality. Additionally, Allseating is dedicated to upholding our quality promise while keeping our environmental impact to a minimum. Allseating is both an ISO 9002:2001 Quality and ISO 14001 registered company. All our products are Indoor Air Quality Gold Certified, and our entire product line is BIFMAe3 Level 3 certified as well as Practice Green Health certified, making our seating eligible for most, if not all, available LEED points.

We collaborate with some of the world’s top industrial designers and proudly manufacture each piece in house creating inspiring environments across a wide range of industries and sectors. Over the past 5 years our seating has won the following awards:

2017

Good Design Award: Lyss was a winner.

WiiN Awards: Lyss was shortlisted for this award and received an honorary mention.

2018

Good Design Award: Zinc and Exchange were winners.

Healthcare Facilities Symposium Distinction Awards: The Foster Patient Recliner has been awarded the Product Award for Architect’s Choice.

International Design Awards (IDA): Exchange Silver Winner, Zinc Honorable Mention

2019

Good Design Awards: Prata, Watson, and Mantra were winners.

Interior Design's Best of Year Awards: Prata was a finalist.

2020

International Design Awards (IDA): Prata was a Bronze level winner.

Good Design Awards: Levo and Innate were winners.

Fast Company Innovation by Design: Prata was an honoree.

INT. Grands Prix Du Design: Prata won Gold, Mantra won Silver

2021

Good Design Awards: Engadin was a winner.

2022

Good Design Awards: Innate and Attune were winners.

We are proudly built on values of comfort, support, and superior customer service. From our on-time guarantee to our online specification tools and outstanding 12-year bumper to bumper, parts and labor warranty, we stand behind our products, our promises, and our customers—relentlessly. When your clients choose Allseating, they are choosing more than just a product; they are choosing a responsive and dedicated team that will be with them every step of the way. With over 40 years of experience in the seating industry, Allseating has always got your back.

In terms of product we currently have 14 task chair series which can be configured in hundreds of different ways. Most task chairs have 2-4 mechanism options, up to 5 arm options, multiple back heights and seat sizes. All of our task chairs can be configured as stools with sit to counter heights, 8" or 10" cylinder height options. Many of our chairs come with options for both upholstered and mesh backs. We have 9 different mesh patterns. most of which are available across different chair series and models, with 50 different mesh color options, with some being bleach cleanable. We have 7 conference chair series again with a multitude of finish options, mechanism and arm choices, back heights and seat sizes. Guest and stack seating is available, mesh back, polyurethane back, wood or upholstered again with multiple base options 4-leg, sled, counter stool, bar stool and caster bases. Our Tuck series is available in 10 poly colors with 10 matching frame finishes. Our 8-lounge series offer a multitude of options from single, double and triple seat options, tandem and custom configurable options, most have the option for power and data integration, tablet arms and privacy screens. And to top it off we have pillows and occasional tables to complete the seating space. Our Exchange series of modular lounge furniture is like nothing in the industry. Designed to be a system of seating, exchange can be configured in over 150,000 configurations, all of which can be changed as space requirements change. Our Foster and Ruhe healthcare seating offers robust patient and guest seating for heavy use hospital or public area environments. We also have specialty items such as bariatric seating, lab seating and jury seating. Along with our seating products we also offer a range of occasional tables that include coffee tables, cocktail tables, side tables, joining tables, joining tables with power, lap top tables, privacy screens for some product, tablet arms and our patient recliner has add on foley hook and IV pole options.

We work with dealers across North America who along with our own corporate

	<p>teams, can provide space planning and design (fees may apply), product recommendations, quoting, delivery and installation services, walk throughs and product sampling. We can work with our clients to determine the best product for the application, space requirements and budget. We are also able to do custom finishes or configuration</p>
<p>2.1.2. Value-Add or Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>Our sales reps are intimately knowledgeable about our products and are able to assist with user instructions and training, infield repairs or product evolutions and recommendations. Aprox 1000 dealers with service teams able to perform space planning, installations, deficiency walk throughs, and warranty service</p> <p>12 Head Office Client Services and Order Processing Personnel to process orders 2 Head Office Warranty service administrators and 1 Allseating Warranty service technician able to process warranty claims, evaluate product deficiencies and perform on site repairs. 2 Space Planners to assist with space planning or product configuration 6 Marketing personnel to assist with marketing assets for contract promotion 4 in house product designers Team of 3 Quality Assurance personnel to ensure standards compliance and ensure quality compliance for product being received and shipped.</p> <p>Allseating recently announced the launch of their redesigned website, providing a fresh approach to the navigation, an upgrade to their SpecAll chair builder and the introduction of their Resource Centre; a source for inspiration and project organization. Downloadable assets such as brochures, CAD symbols, and product images are all available either via collection or product pages but also through the new Resource Centre. This image and document heavy tool allows users to find inspiration for their projects, save them to a “project board”, but also have access to a wealth of resources, from product specifications to fabrics and finishes. The Resource Centre is a one-stop shop for all project needs, presented in an inspirational gallery layout.</p> <p>The new website also debuted an enhanced version of Allseating’s SpecAll chair builder. This tool provides more customization, enabling users to swiftly add their chosen fabrics (including fabrics from other manufacturers web sites), finishes, and options to all products but also boasts a 360-degree view feature, offering a comprehensive perspective of the chair's design and intricate details. Moreover, SpecAll allows users to download their specifications in various file formats (PDF summary, 2D/3D images, and SIF files) for their planning files and effortlessly save configurations to a project board. What’s more exciting, Allseating has embraced the power of augmented reality with the new, innovative "view in your room" feature, empowering users to visualize their configured product within their own space.</p> <p>While Allseating’s products can be configured on their website, there is a commitment to ensuring information is accessible to suit everyone’s needs. As such, digital catalogues are available online in the Resource section of our web site, or through various specifying software products such as Core, 20/20 Giza, Project Matrix and CET (coming Winter 2023) Orders may be submitted electronically via SIF file, faxed or emailed to our order entry department. Digital copies of work order acknowledgements, shipping notices and invoices are sent to the customer as an order is processed.</p>

	<p>Allseating spends a lot of time researching environments and user habits before it designs new products so that we can be certain, the product is going to fit the intended application and solve a user requirement or challenge. The supply of maintenance manuals and training materials in both English and French for all product specified</p>
<p>2.1.3. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>We manufacture seating and we are experts at it. Our standard products offer a multitude of options to suit most users or environments. Many of our components can be moved across product lines so if we need to build something custom to suit a particular client need, we are always happy to do so. We can accommodate custom finish colors, corporate logos, multiple fabric styles and colors and contrasting stitch detailing all at minimal or no upcharge. We have a Special Product Configuration process in house whereby special request parts or configurations are logged, by our sales rep, into our Special Product Request (SPR) system. The configuration is tested to ensure it can be accommodated and any upcharge is noted. Once approved an SPR# is assigned and must be noted on the order for the custom product. Once an order is placed if an SPR# is noted the order entry clerk will advise the production manager and a special configuration is built in our system to allow the custom chair model to be entered and scheduled. Depending on the requirement lead times may be extended to accommodate “open market “or custom items.</p>
<p>2.1.4. Warranty. Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u></p>	<p>We understand that dealing with warranties is often frustrating. So we developed a dedicated Warranty Response Team to eliminate headaches. They’re specially trained to expedite warranty-related issues, so you can get back to business quickly and painlessly. Warranty claims can be submitted electronically via our web site. Questions or inquiries can be directed to warranty@allseating.com or toll free at 1(800) 563-3502.</p> <p>Our warranty is simple. We cover all of our products and the components we use to make them – for 12 years (with the exception of Foster Sleep Chair, Foster Recliner and Foster Patient Recliner which are 10 years, and Allseating Pillows which are 3 years). Our 12 year warranty includes pneumatic cylinders, foam, thermoplastics, urethanes, arm pads and mechanisms. And we pay for all pre-approved labor costs. Our carded fabrics are warranted under the same terms and conditions (manufacturers cleaning protocol must be followed).</p> <p>During the warranty period, Allseating, at its sole discretion, will repair or replace (at its option) any product, part or component covered by this warranty that fails under normal use due to defective materials or workmanship. Allseating will repair or replace the defective product, part or component with comparable product, part or component. To be eligible for this warranty coverage, all products, parts or components must be installed, used and maintained in accordance with Allseating’s published instructions and must not have been subject to misuse or abuse</p> <p>At Allseating, we pride ourselves on engineering products that stand up in today’s demanding work environments. So if you receive a product from us that doesn’t measure up to our quality standards, we promise to swiftly</p>

	investigate and solve the problem. A copy of our warranty document is attached.
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3. Business Operations

3.1. Logistics

<p>3.1.1. Store & Showroom Locations; Distribution & Shipping Capabilities. Describe how supplier proposes to distribute the products & services in Respondent’s defined geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of store or showroom locations, distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	<p>In the US by state at the end of 2022 we had the following number of open dealers: PA 36 / S. New England 23 / Upstate NY 17 / New York Metro 40 / NJ 29 / North New England 31 / Ohio 23 / WV & WPA 20 / MD/DC 48 / SC 22 / VA 20 / LA 13 / AB 15 / S FL 13 / N FL 21 / C FL 21 / NC 33 / TN 6 / MS 8 / AR 9 / GA 47 / IL/WI 42 MI 10 / KY 4 / IN 11 / KS MO IA NE 25 / MN SD ND 14 / AZ 9 / CO 11 / ID MT 22 / UT 3 / TX 78 / N CA 31 / S CA 43 / WA HI 13 / OR 6 / NV 1 / for a total of 818 dealers.</p> <p>In Canada by province we had the following number of open dealers: ON EAST & NCR 13 / ON WEST & GTA 46 / MARITIME PROVINCES 5 / QUEBEC 22 / SK 13 / MB 6 / AB 20 / BC 18 for a total of 143 dealers.</p> <p>We have corporate showrooms in Mississauga, and Chicago and have Showroom Representation in British Columbia, New York, Atlanta, Boston, Dallas, Houston, Maryland, LA and Philadelphia.</p> <p>Allseating employs 4 direct sales reps in Canada and contracts the services of 3 independent Rep Groups. In the US we contract with 8 independent consultants who only represent the Allseating brand and as well we hold contracts with an additional 17 independent rep groups. Reps may be searched by location on the Allseating web site under our rep locator tab at https://www.allseating.com/relocator</p> <p>Allseating Corporation utilizes a team approach to assure client satisfaction before, during and after a contract is issued or a delivery is made. The team is comprised of a VP of Sales, Regional Sales Directors, local Allseating Sales Representatives, local Allseating Dealers, and Allseating Customer Service & Warranty Teams.</p> <p>The VP of Sales along with The Sales Director will meet with the client to discuss Roll out of the contract and to ensure that all parties expectations are clear as it relates to reporting, service, product and procedures. The VP of Sales, ensures that all factory personnel are aware of the contract stipulations, including and not limited to product specifications, pricing, delivery requirements, site information, packaging specifications, client required lead-times and any other special requirements. All details of the contract are recorded in our Special Quote system along with our CRM system for easy access by Allseating personnel should terms or product information need to be verified. This ensures a smooth flow of information and order processing as soon as an order is received.</p> <p>The local sales representative and Dealer Sales Representative will provide an immediate local point of contact for delivery and installation coordination, sample requirements, after installation walk throughs and user training, adjustments to the product, service requirements, warranty issues and the like.</p>
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	<p>Customer Service will process orders, ensure accurate information on the production order, discuss and advise the client in writing if any discrepancies exist, acknowledge the order to the client, dealer and sales representative, follow up to assure on time production scheduling.</p> <p>Performance is tracked in all areas of the business and logged via monthly scorecard process. We track out of box quality, carrier performance, supplier performance, on time delivery, calls answered and dropped. On average we ship approx 6000 chairs per month and our on time delivery performance over the past 3 months has been between 98 and 99%</p>
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3.2. Customer Service

<p>3.2.1. Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>In addition to our corporate headquarters, showrooms and manufacturing facility, Allseating holds an international sales and support presence throughout North and South America. We also have sales presence in the Middle East and Asia.</p> <p>Allseating ships approx 6000 chairs per month out of it's manufacturing facility in Mississauga Ontario. We have presence in 10 showrooms across the US and Canada. Our sales force consists of the Vice President of Sales located in Ontario, 4 Regional Sales Directors with 1 located in Ontario, 1 in Atlanta, 1 in Houston, and 1 in Wisconsin, 7 Canadian Sales Representatives covering all provinces, 74 Us Sales Representatives covering all US States and just under 1000 open dealers.</p> <p>Our head office customer service and warranty team is available from 8:30 am until 5:30 pm Monday through Friday through our toll free customer service direct line as well as via our live chat on our web site. Our Sales Directors and many of our Sales Representatives are available for extended hours and on the weekends via direct cell phone or email service. Our rep locator on our web site at https://www.allseating.com/relocator allows users to search by state or province for contact information for the Rep nearest them.</p> <p>Our customer service team / Sales Support, is comprised of 6 Sales Support Reps (CSR) and one Manager. One CSR is also responsible for all health care orders and another for all GSA orders. Each CSR has a defined territory and group of Sales Reps that they are responsible for. While any CSR can respond to general questions and has knowledge of all our contracts, the Territory CSR will have intimate knowledge of the customers within their assigned territory. Our CSR's receive bonuses based on assisting their territory sales reps in achieving their sales goals, so have a vested interest in ensuring all customers have the best customer service experience possible.</p> <p>Sales Support will respond to emails or phone calls within 24 hours of receipt. The Sales Support team will process orders, ensure accurate information on the production order, discuss and advise the client in writing if any discrepancies exist, acknowledge the order to the client, dealer and sales representative, follow up to assure on time production scheduling. The Sales Support team can also be contacted directly toll free as well as via Live chat on the website to answer any product questions, order replacement parts, check order status, change orders, reschedule orders, provide expedited lead-times and the like. Delivery and installation times will be coordinated with the Customer, and the local Sales</p>
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Representative, Dealer and service personnel. Large Orders or orders requiring white glove are project managed by Sales Support.

Additionally, the Sales Support Manager reviews tangible results of contract fulfillment monthly. These factors include timely order processing, and resolution of any order inconsistencies (as applicable) within prescribed time frames, on time shipping and delivery within production scheduling parameters to the client special request and receipt by the client of a product in perfect condition. This is captured in the monthly score card Report and meeting. Allseating's standard lead times to ship product currently are 3-4 weeks from receipt of order. Dependent upon the delivery location an additional 3-10 days may be required to complete the installation of the product. Approximately 95% of our product line is available on our 5-day quick ship program. Product will ship within 3-5 business days of receipt of a purchase order in quantities of 25 or less. All orders are processed in a Just in Time manner and shipped the same day they are completed. The company employs a state-of the art Enterprise Resource Planning (ERP) system which includes an MRP (Materials Resource Planning) module to ensure that accurate raw materials inventories are always maintained. We employ bar-code scanning at all major workstations to ensure order accuracy and to provide real time order tracking throughout our process. All major components have back-up sources of supply to address any unexpected supplier issues. We use only approved long-term partners for shipping and installing our products. Procedures are followed for the management of back orders, including ensuring timely notifications (e.g., within 24 hours of receiving notification from manufacturing, etc.) to all Purchasers of any possible delivery interruptions or product shortages. As soon as our Purchasing team is advised of a back order from our supplier, sales support is advised. Sales support reaches out to the dealer and/or customer to advise of the delay with 2 options – 1) option of back order; 2) offer the client a comparable product or fabric option to review and choose from. Once dealer or client advises on how they wish to proceed, sales support checks the stock levels so we can ship the order sooner than the delayed backorder date. For large projects with short timelines, often, Purchasing will put fabric or components on reserve with the supplier in advance of the PO being received in house. In all cases where a part or product requires substitution, we will offer the client a comparable or more expensive product/part at no additional cost.

While every effort will be made to turn around quotes & requests as soon as possible, our standard lead time is 72 hours (3 business days) for all quotes and quote amendments upon the receipt of all relevant information; including any and all Special Quotes and Special Product Requests for discounting and specials applicable to the quote. Some queries can be responded to immediately and some can take more time as the responses are linked to other department/stake holders.

Warranty claims are made through our claims portal on our web site at <https://warranty.allseating.com/>

All warranty and non-warranty product or parts issues are directed to the Warranty Response Team Leader who will reply to phone calls and email within 4 hours of the original request. The warranty team leader may determine that a site visit is required to better ascertain the correct course of action and would send a plant representative to the location within 48-72 hours or at the customer's

	<p>earliest convenience. The warranty team leader will then coordinate the communication to all parties concerned the findings of the site visit and the plan and timing for any necessary repairs/replacements etc.</p> <p>Allseating tracks quality and service levels on a monthly basis and takes corrective actions as necessary. Items tracked include: Ship date adjustments (both customer requested and changes due to parts constraints), Out of box quality, packaging and production errors, supplier quality performance, order entry # of orders with breakdown of quick ship and non quick ship orders, # of calls received by customer service, response time and number of dropped calls, # of live chats through web site live chat function, freight damage / loss by carrier, carrier performance, factory maintenance, safety - first aid injuries - all tracked by month and YTD trends. Issues are addressed and corrective action is taken as needed. A scorecard meeting is held monthly with all department heads.</p> <p>As required, processes are reviewed and changed to ensure excellent service throughout the order/production/shipping/installation process. A copy of a scorecard document is attached in the additional documents section.</p>
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3.3. Customer Set Up; Order & Invoice Processing; Payment

<p>3.3.1. Proposal Development, Order, and Invoice Process. Describe your company’s proposal development, order, and invoice process.</p>	<p>Allseating is able to accept orders directly from the client or via one of our authorized dealer partners. Orders may be received via fax, email or automatically generated via sif file through the Dealer's or client's automated system. At present we manage several supplier ordering portals for example: GSA Advantage, Alabamabuys, SAP Ariba, TIPS, NJStart and Ballard Design Vendornet. An email is received at orders@allseating.com to notify of the PO with a link to log in. We log into the secured site to retrieve and downloaded the PO. Once downloaded the PO will be recorded as received on our end. If an upload, download or edit of information is required, this can be done from the vendor site. Also if required we will create & print UCC shipping labels through the client's site. If a SIF or XML file is provided, PO processing would be fast-tracked through our order entry processing application, as the details and configuration is within the file. Another avenue is Core Business Systems - Dealers are able to directly EDI with us by utilizing web services for Purchase Orders. Dealers are provided with credentials to utilize the service. These orders come via XML files and are automatically connected to our PO processing application for quick entry. We also receive POs through Google Sheets which is managed by the dealer and linked directly to our PO processing application.</p> <p>For an order to be accepted via a dealer, the dealer must be an open/authorized Allseating dealer and have gone through our credit process and be in good credit standing with us. Where orders are submitted via authorized dealer , the dealer will ensure, with the client, accuracy of product configuration and pricing. The dealer will submit a PO to Allseating indicating product code for product being ordered, finish details, pricing, delivery location, any specific delivery timelines that must be adhered to, any specific shipping requirements and the contract # will be noted on the PO. Once received by our order entry team, the order will be</p>
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	<p>verified again, against the contract to ensure accurate pricing and product configurations are on the order.</p> <p>Where an order is being submitted directly from the client to Allseating, the Allseating sales representative and customer service representative will be responsible for ensuring accuracy of the PO. When a PO is received into our "All-in" automated system it is directed to one of 6 order entry clerks who will review the order to ensure all required information is present to allow for processing. If there are questions or missing information, an automated "order correction" email is sent to the client outlining specific details that are missing or unclear and a copy of the order is sent to the Territory customer service rep for follow up. The order will be followed up every 48 hours until missing or questionable info is received. Once all information is accurate and the order can be processed it is entered into our system and sent to the scheduling department to be assigned a ship date. Once scheduled an automated copy of the order acknowledgement is emailed to the local Allseating representative and the dealer sales rep and where orders are received direct from the client a copy will be sent to the contact designated on the PO.</p> <p>The contract will be given a specific order type within our system and all orders entered will be designated internally this way as a CCOG order. This will allow us to report on and track sales under the contract. Once orders are entered into our system parts listings are generated and sent to the purchasing department and parts are ordered or allocated based on the scheduled ship date. Should it be noted that any part required for the order is not available, on back order or has a longer than normal lead time, the territory customer service rep will be notified via a daily exception report. The customer service rep will then notify the local sales rep and dealer, who will then contact the customer to advise of lead time delay and offer alternative solutions should they be required. Once an order is ready to ship a shipping notice is sent to the customer and upon shipment an invoice is generated and emailed to the dealer or customer based on how the order was received.</p> <p>When getting ready to place orders, the customer can easily go onto our web site and build their chair to the specifications and finishes required to obtain a model code and list pricing for the chair. Our AI feature allows the chair to be placed in room once built on the web site. Orders can be configured in CAP 20/20 and by end of 2023 we will also have CET capabilities</p>
<p>3.3.2. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>Payment terms are Net 30 days. We do not offer any financing options.</p>
<p>3.4. Sustainability, Reclamation, and Recycling Initiatives</p>	

3.4.1. Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.

Allseating’s environmental management system is certified to conform to the standards of ISO 14001:2015.

GREEN INITIATIVES:

Allseating has always been an environmentally conscious company – not simply because it’s the right way to work, but because it’s the smarter way to work. In fact, the more steps we take towards reducing our carbon footprint, the more benefits we’re seeing to our bottom line.

ISO 14001

This international specification is the gold standard for helping companies introduce and adopt environmental management systems. We figured thousands of companies around the world can’t be wrong, so we decided to make it our guide for executing and measuring our green goals. One such initiative has been the solid waste diversion program we set up to identify ways to minimize whatever we generate, reuse materials wherever possible and recycle whenever feasible. Our goal is to recover more than 50% of overall waste generated throughout our business and operations in partnership with recycling and waste management services.

INDOOR ADVANTAGE GOLD CERTIFICATION

Allseating products are Indoor Advantage Gold – Furniture Indoor Air Quality certified, SCS Global Services' highest level of indoor air quality performance for furniture. This certification assures that furniture products support a healthy indoor environment by meeting strict chemical emission limits for volatile organic compounds (VOCs). To be certified, products must be tested by independent labs for compliance with the ANSI/BIFMA X7.1 and either ANSI/BIFMA e.3 or CDPH/EHLB Standard Method V1-2 for VOC emissions of concerns. SCS Global Services has been providing global leadership in third-party quality, environmental and sustainability verification, certification, auditing, testing and standards development for three decades. Its programs span a cross-section of industries, recognizing achievements in green building, product manufacturing, food and agriculture, forestry, power generation retail, and more. SCS is accredited to provide services under a wide range of nationally and internationally recognized certification programs. Consistent with its mission, SCS is a chartered benefit corporation and Certified B Corp™, reflecting its commitment to socially and environmentally responsible business practices. Indoor Air Quality Gold Certification is attached.

BIFMA e3 LEVEL 3

ANSI/BIFMA e3 FURNITURE SUSTAINABILITY – LEVEL®3

The trusted furniture sustainability certification program created to provide a comprehensive and transparent means to confidently source responsibly manufactured products.

Evaluated by third-party certifiers, products are measured against the multi-attribute criteria defined in the ANSI/BIFMA e3 Furniture Sustainability Standard and listed in an industry- wide public product registry. The LEVEL mark demonstrates that the product, the manufacturing facility, and the company responsible for the product brand, have achieved the necessary requirements for certification. On November 9, 2022, Allseating achieved Bifma e3 Level 3 certification across all of its product lines, making it the first Canadian Manufacturer to achieve Level 3 in the seating category. BIFMA e3 is a Furniture

Sustainability Standard developed by furniture industry stakeholders and approved by the American National Standards Institute (ANSI). This is a voluntary standard that established measurable performance criteria in the areas of environmental, health and wellness, and social impacts. The standard is credit or point based, with certifications starting from LEVEL[®]1 up to the highest LEVEL[®]3, which Allseating has been awarded. Bifma Level 3 Certification is attached.

***NOTE - Allseating's entire product line is certified to Level 3 ***

PRACTICE GREENHEALTH + HEALTHIER INTERIORS:

Allseating is Greenhealth approved and follows the guidelines set forth in the Practice Greenhealth criteria. Practice Greenhealth is the leading membership and networking organization for sustainable health care, delivering environmental solutions to hospitals and health systems across the United States.

Allseating strives to ensure that all products are safe and free of harmful chemicals. To accomplish this, we follow guidelines set forth by Healthier Interiors and ensure our products are free of the following chemicals:

Formaldehyde

Flame Retardant Chemicals

Per-and Poly-fluorinated Compounds (PFC's or PFAS)

Polyvinyl Chloride

Antimicrobials

Allseating does not add any of the process chemicals noted above to any products. All process chemicals are assessed based on Safety Data Sheets and/or Supplier Material Declarations and do not contain any of the substances in coherence with Healthier Hospitals Guidance for Manufacturers to achieve the Healthy Interiors: Furniture and Furnishings Criteria. Further details of this compliancy can be found on the Allseating website under Healthier Interiors (<https://allseating.com/healthier-interiors>).

Allseating is very excited about this recent acknowledgement with Practice Greenhealth and is in the process of publishing the details on their website.

ENVIRONMENTAL DATA SHEETS

We're proud to see so many of our clients making the commitment to achieving LEED Certification. When earning the valuable points required by LEED for certification, the chairs you specify can add up. Our Environmental Data Sheets demonstrate how we can help you meet LEED Certification criteria just by choosing our products.

GREEN FABRICS AND FINISHES

We're always adding to our broad palette of fabrics that boast recycled content – or are made from rapidly renewable resources. Whether it's recyclable metal frames, soy-based foam options, we strive to choose materials that lengthen the life of our chairs. And when one does finally reach the end of its usefulness, it's easily recycled.

BLANKET WRAPPING

It might seem like such a simple thing, but every time we blanket wrap a shipment, you don't have to deal with the disposal of unwanted cardboard. So not only are we minimizing our waste, we're helping to reduce yours too!

DAILY OPERATIONS

To reduce our use of virgin wood resources, we use FSC-Certified paper for our corporate promotional materials and recycled fibers in our corrugated packaging. We follow the three R's throughout our facility, and encourage our team to minimize waste in all activities - be it in materials use, electricity, or water usage. We have worked hard to engineer chairs with long life-cycles to minimize the need for disposal. When our chairs do reach the end of their useful life, we encourage clients to recycle them, and are willing to facilitate them doing so upon request. Whether clients are curious if the grass is greener on the other side of the fence, or a few steps ahead of us along the greener path, we enjoy sharing thoughts, ideas and feedback. Our green committee representative can be contacted at marketing@allseating.com.

RENEWABLE ENERGY

We have offset our electricity use by purchasing "renewable-energy certificates" (RECs) also known as "green tags" or "tradable renewable certificates", to cover up to 4% of our total energy consumption. RECs represent the environmental attributes associated with renewable electricity such as wind and solar. This investment has helped to support the building of new renewable energy infrastructure within both the U.S. and Canada helping to reduce global GHG emissions through renewable energy generation.

SUSTAINABILITY PROGRAM:

Allseating's sustainability program is an extension of our Green Initiatives. The program incorporates the ANSI/BIFMA e3 Furniture Sustainability Standard into the design and manufacture of our seating products. Allseating meets the BIFMA e3 Sustainable Furniture Standard initiatives for quantifying environmental effectiveness across the furniture industry, and has willingly provided a breakdown of the material composition and manufacturing processes for the products with the highest volume of sales in the following product categories: seating and tables. The program introduces new practices and raises awareness of our impact on our environment. This standard focuses furniture manufacturers' attention on measuring and analyzing the sustainability of their usage of materials, energy and resources, and their byproduct. The component parts of our seating products can be recycled at the facilities listed on our website <https://www.allseating.com/sustainability-program>

SUSTAINABILITY POLICIES

Allseating has created a set of policies to govern our practices relating to the environment and sustainability. The Allseating Sustainability Policies can be found on our web site. Our green committee representative can be contacted at marketing@allseating.com.

SOCIAL RESPONSIBILITY REPORT (GRI)

Allseating publishes sustainability and social responsibility report every year, the frame work of the Global Reporting Initiative (GRI). The intent of publishing this report is to provide greater transparency to our stakeholders, to annually evaluate our performance on the subjects reported, and to provide guidance on our sustainability development.

END OF LIFE RECOVERY OPTIONS

	<p>Documents providing end users with end of life recovery options (disassembly of our seating products and identity of recyclable components.) can be found on our web site. Allseating’s legacy (discontinued) products also contain components that may be disassembled and recycled. Refer to the List of Recycling Facilities on our web site at https://www.allseating.com/sustainability-program for a locations. Our customer service department can provide more information.</p> <p>DISASSEMBLY INSTRUCTIONS Visit our Resource Centre at https://www.allseating.com/sustainability-program to view all the disassembly instructions. Individual product disassembly instructions can be found in the downloadable assets section of each product series page on the web site.</p> <p>LEGACY PRODUCTS RECOVERY OPTIONS End of Life Recovery Options are listed on our web site at https://www.allseating.com/sustainability-program</p> <p>ENVIRONMENT HEALTH & SAFETY (EHS) POLICY: OUR VISION of EHS excellence is shaped by our core values of integrity, accountability, trust and teamwork. EHS is part of Allseating’s Management System and is an essential part of our management and decision-making process. It provides us with the company-wide standards, procedures and best practices to attain world-class EHS performance. It helps us forge a strong EHS culture and proactive mindset focused on constantly improving our EHS awareness, skills, leadership and results.</p> <p>EHS GUIDING PRINCIPLES:</p> <ul style="list-style-type: none"> - We value human life above all else. - We strive to prevent and minimize adverse environmental impacts, including waste, emissions and discharges from our operations. - We motivate employees to achieve Allseating’s goal of zero work-related incidents, injuries and occupational illnesses through training and a supportive work environment. - We constantly work together to identify and eliminate health and safety risks in the workplace. - We encourage our employees to adopt a healthy, safe and environmentally conscious lifestyle both at work and at home.
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4. PRICING

4.1. Cost Proposal

<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p>	<p>Allseating will provide a single discount off list for all items, including all item options, included in its current commercial price book at time of order. Allseating uses a single price book for both Canadian and US customers. Type of currency is determined by the shipping destination. Orders shipping to US destination will be charged in US dollars and orders shipping to Canadian designations will be charged in Canadian Dollars.</p> <div style="background-color: black; width: 100%; height: 15px; margin-top: 10px;"></div>
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	<p>Allseating’s list price includes delivery KD (Know Down) in carton dock to dock to 48 contiguous states. Special delivery services (ie. Driver offload, inside delivery, no lift gate etc,), Installation and design services will be quoted and charged extra based on project scope</p>
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>All of our list pricing is available publicly on our web site under the resources/price book tab. Any order identified as a CCOG contract order will be tagged accordingly upon receipt via specially create order type. The monthly report submitted to CCOG will also contain all required information for each order so that any document pertaining to the order can be pulled and verified by CCOG upon request.</p>
<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Respondent’s cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <ul style="list-style-type: none"> <input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. <input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. <input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. <input type="checkbox"/> not applicable. Please explain below. <p>Note – in some cases prices are lower and in some cases equal to other similar type group purchasing contracts</p> <p>Click or tap here to enter text.</p>
<p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	
<p>4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p>	<p>Allseating's standard list pricing includes shipping in KD format in a carton, dock to dock to Canadian Provinces or 48 Contiguous States. during normal business hours, Monday to Friday. (Knocked Down - back, base and cylinder off for most task chairs, fully assembled for most guest chairs and base and cylinder off for most conference and lounge seating)</p> <p>However, to provide your clients with the best value and help control costs, Allseating now offers 3 flat rate freight options for chair quantities 25 and over:</p> <ul style="list-style-type: none"> • KD-Knocked Down, (no charge) • BW-Fully Assembled Blanket Wrapped [\$40 List per chair] and • FA-Fully Assembled in a Carton [\$75 List per chair]. <p>Note charges for fully assembled options are subject to change based on market conditions and are published in our on line list price book. These charges would be discounted using CCOG standard discount.</p> <p>Minimum quantities of 25 units per order are required to take advantage of the BW and FA list prices. Should the order be less than 25 units, our customer</p>

	<p>Service team will provide a quote based on quantity of items and shipping location. Freight options are detailed on each product page with a model code and price.</p> <p>Allseating will select carriers at their discretion. Should any of the following freight options that are not included in our freight program be required, the Allseating Sales Support Team will gladly provide a quote.</p> <p>Freight that requires a quote:</p> <ul style="list-style-type: none"> • Inside delivery • Curb side delivery • Loads requiring fully assembled chairs; boxed or blanket wrapped in quantities below 25 units. • Loads requiring shipment to be palletized • Delivery on a specific day and/or time • Requiring special equipment to offload (power tailgate and/or driver assist) • Delivery before or after business hours and/or on weekends • US driver requirements for restricted areas like Military bases/high security areas • Charges for shipping points beyond standard delivery zones (remote locations, NWT, Yukon, Nunavut, Hawaii, Alaska or Puerto Rico) • Overseas deliveries • Smaller truck required or reconsignment • Driver Offload <p>Cartoning charge - some side chairs incur a cartoning charge for orders of less than 2 chairs. These are noted on the product pages in the price book.</p>
<p>4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 – Other Pricing Scenarios.</u></p>	<p>Allseating will provide the same discounting structure to open market goods.</p>
<p>4.1.7. Total Cost of Acquisition. Identify any components included in the total cost of acquisition that are</p>	<p>Allseating's list price includes standard shipping, knock down in a carton to Canadian Provinces and US 48 contiguous states.</p> <p>Allseating reserves the right to select 'best way' shipping methods which includes carrier selection, method of shipment and routing. We offer list price up-charges</p>

<p>NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Respondent.</p>	<p>for fully assembled in carton or fully assembled blanket wrap for quantities of 25 units or more. List upcharges are subject to the standard CCOG discount.</p> <p>For orders under 25 units a quote is required from our Sales Support Department to determine additional charges. Shipping is dock to dock drop ship (no offload) Monday to Friday during normal business hours 9 am - 4 pm. Additional charges will be quoted for driver offload or special delivery handling, and include but are not limited to:</p> <ul style="list-style-type: none"> - no lift gate or dock - appointment delivery - US driver - Driver offload - Re-direction or consignment of shipment - Street offload - Residential Delivery - Union labor rates if necessary <p>Installation will be charged as an additional charge and includes receiving of goods, assembly of product, delivery to site (where applicable) set in place and garbage removal. Installation is quoted and charged on a per project / order basis, based on the scope and location of the project. Because we are an open line manufacturer, the CCCOG client may solicit multiple servicing dealers to obtain the most competitive quote for installation services.</p> <p>Product training and sample products will be provided at no additional charge.</p> <p>Our dealers may charge for space planning and design services based on project scope.</p> <p>Ergonomic assessments via a certified ergonomist will be charged based on the Ergonomist's standard evaluation rates.</p>
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5. GO-TO-MARKET STRATEGY

**5.1. Respondent
Organizational
Structure & Staffing
of Relationship**

<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. 	<p>Executive Contact & Contract Manager (Primary Contact) : Cindy Lawton-Moreby, Vice President of Sales Tel: 416-671-5694 / E: cindy@allseting.com Employed with Allseating since 1990 – has held positions in customer service, marketing, Sales Rep, Regional Sales Director, VP Sales since October 2019 and has had a direct impact on the company’s growth from \$3M in 1990 to its current sales of \$50M</p> <p>Sales Leader: Frank Verhagen, Regional Sales Director Tel: 920-213-1088 / E: frank.verhagen@allseating.com</p>
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<p>***Indicate who the primary contact will be if it is not the Sales Leader.</p>	<p>With Allseating since Oct 2019 managing sales for US Mid West. Prior to joining Allseating as the Regional Sales Director, Frank had nearly 22 years of sales experience, Frank has abundant experience in the manufacturing industry. He has previously served as a cost accountant and project manager. As a sales specialist , he has worked in international growth, opening dealerships, and running the company supply chain in the Philippines and throughout Asia.</p> <p>Reporting Contact: Miyung Lee, General Accountant With Allseating 15 years – started in our order entry department and currently manages commissions and contract reporting Tel: 1-905-502-7200 ext 115 / E: miyung.lee@allseating.com</p> <p>Marketing Contact: Stephanie Smith, Director of Marketing Tel: 905-502-7200 ext 153 With Allseating 8 years – currently manages a team of 2 marketing coordinators and 1 associate product manager. Stephanie has spent her time at Allseating working closely with the marketing and sales team on product launches, while also working alongside the executive team on pricing strategy, design, and product development before she became the Marketing Director in 2021. Prior to joining Allseating in 2015, Stephanie worked within the fashion industry with Canadian distribution and licensing companies, representing global brands such as Tommy Hilfiger, Victorinox Swiss Army, Façonnable, and Fila as a Director of Marketing and Business Development</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>Our Nation wide service team consists of:</p> <p>Sales: Vice President of Sales, 4 Regional Sales Directors + 12 Allseating Corporate reps and 20 independent rep groups able to assist with service. Our sales reps are intimately knowledgeable about our products and are able to assist with user instructions and training, infield repairs or product evolutions, recommendations and sampling.</p> <p>US Sales Force: 8 company direct consultants located in NY, NJ, MD, MA, Los Angeles, San Diego, San Francisco, and Georgia, and 17 independent rep groups in the US covering all states including Hawaii, Alaska and Puerto Rico.</p> <p>Canadian Sales Force: 4 direct reps located 3 in the Greater Toronto Area, and 1 in Quebec and 3 independent rep groups in Canada covering all provinces and territories. 1 Rep group in Ottawa covering the National Capitol Region, 1 Rep group is located in British Columbia and Saskatchewan covering western provinces and one is located in Nova Scotia covering the Maritime provinces.</p> <p>Allseating is an open line with aprox 1000 dealers open throughout the USA (including Puerto Rico) and Canada. with service teams able to perform space planning, installations, deficiency walk throughs, and warranty service. In order to carry out the services throughout the different projects we have aligned ourselves</p>

with strong dealer partners across North America. Through these partnerships we are able to consult with our clients to provide the right solution for each project, produce floor plans and 3D drawings, repair, maintain, deliver and install furniture and equipment throughout the country, provide installation evaluation and the supply of maintenance manuals and training materials in both English and French for all product specified.

Throughout our markets we maintain an open line of Dealer distributors to assist in servicing our clients, and installing our products.

In the US by state at the end of 2022 we had the following number of open dealers: PA 36 / S. New England 23 / Upstate NY 17 / New York Metro 40 / NJ 29 / North New England 31 / Ohio 23 / WV & WPA 20 / MD/DC 48 / SC 22 / VA 20 / LA 13 / AB 15 / S FL 13 / N FL 21 / C FL 21 / NC 33 / TN 6 / MS 8 / AR 9 / GA 47 / IL/WI 42 MI 10 / KY 4 / IN 11 / KS MO IA NE 25 / MN SD ND 14 / AZ 9 / CO 11 / ID MT 22 / UT 3 /TX 78 / N CA 31 / S CA 43 / WA HI 13 / OR 6 / NV 1 / for a total of 818 dealers.

In Canada by province we had the following number of open dealers: ON EAST & NCR 13 / ON WEST & GTA 46 / MARITIME PROVINCES 5 / QUEBEC 22 / SK 13 / MB 6 / AB 20 / BC 18 for a total of 143 dealers.

We have showrooms in Mississauga, and Chicago and have Showroom Representation in British Columbia, New York, Atlanta, Boston, Dallas, Houston, Maryland, LA and Philadelphia.

In House Sales Support Team:
 12 Head Office Client Services and Order Processing Personnel to process orders
 2 Head Office Warranty service administrators and 1 Allseating Warranty service technician able to process warranty claims, evaluate product deficiencies and perform on site repairs.
 2 Space Planners to assist with space planning or product configuration
 4 Marketing personnel to assist with marketing assets for contract promotion
 4 in house product designers
 Team of 3 Quality Assurance personnel to ensure standards compliance and ensure quality compliance for product being received and shipped.

5.2. Contract Implementation Strategy & Expectations

5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?

It is our expectation, in the event of contract award, that CCOG's role will be to continue to promote their procurement solution to their current and potential contract users and to continue to grow their membership across the US. It is our expectation that CCOG will continue to provide a high level of service to their members to ensure growth, awareness and education both to their members as well as to their vendors, so that we may in turn ensure our Sales force has an understanding of the value that CCOG brings to their clients. We would expect

	<p>CCOG to share their list of members with us so that we can make necessary introductions to our sales team and our products. We would also expect visibility on CCOG’s web site as an approved vendor and any other marketing materials that promote CCOG contract vendors.</p>
<p>5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company’s vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.</p>	<p>It is Allseating’s intention to leverage this contract with State Governments with whom we do not currently hold a State Contract, in particular the State of Ohio. We also intend to leverage the contract to increase our market share with higher education clients. We would like to see a consistent minimum 5% of our sales volume through higher education clients and a 3-5% growth with state / local government clients</p> <p>In order to leverage the contract, Allseating will create a comprehensive marketing plan to ensure our sales force and customer base is aware of the contract.</p> <ol style="list-style-type: none"> 1. Creating Awareness – Allseating is committed to raising awareness regarding the Allseating and CCOG partnership. This includes educating and training our sales force and internal sales support team on the contract details, while also being sure to stay on top of any contract additions, changes, or extensions in order to ensure educated and up to-date service. Contract details will be uploaded and housed on a client-facing page of our website (https://www.allseating.com/contract) that can be accessed by all website users at any time. These contract details will also be updated in a timely manner upon notice of contract additions, changes, or extensions. Additionally, if Allseating is awarded this contract, the company will publish an announcement to the sales force and dealer partners via our Email Marketing Contact software through Constant Contact. Constant Contact allows for delivery metrics to be analyzed and assessed in order to ensure that all applicable contacts have opened and read the contract announcements. Finally, Allseating’s social media accounts for LinkedIn, Facebook, and Instagram will have dedicated posts regarding this partnership that can be shared and networked via our sales force. 2. Promotional Marketing Assets – The marketing team at Allseating has the capability to create contract-specific marketing assets to further promote the Allseating and CCOG partnership to our sales reps, dealers, and clients. The assets include specially curated postcards, brochures, and look books, examples of which have been attached to this submission. It is our hope that CCOG will be able and willing to provide Allseating with a list of current contract users so that our sales force can proactively introduce the Allseating product line as viable seating solutions for CCOG customers, both through in person visits and online introductory meetings. The aforementioned, marketing assets will be crucial in educating current and new clients that Allseating has product available via CCOG, ensuring that we can redirect and convert clients who are not already actively purchasing through the CCOG contracts. 3. Trade Shows – Allseating is committed to actively promote CCOG during tradeshow that we participate in. Examples of tradeshow opportunities that Allseating has been an active participant in are Neocon, Healthcare Design, Ace, and Edspaces, among others. A link to our virtual showroom tour featuring Allseating’s Chicago showroom during the 2023 Neocon show can be found on

	<p>our web site. A trade show like Neocon is the perfect opportunity to showcase giveaways and other marketing collateral to educate reps, dealers, and clients alike on current contract opportunities.</p> <p>4. Promotional Giveaways/Contests – Allseating has conducted contests and giveaways for past contracts and partnerships to increase buzz and interest both internally and externally. The purpose of these events is to promote certain themes, products, or initiatives such as the CCOG contract. Partnering with CCOG in such an event would be a beneficial promotional opportunity for both parties and is a great way for potential clients to get a free sample of Allseating product. We will also periodically offer CCOG contract members special pricing on targeted product lines throughout the year to incentivize users of the contract. These may include additional discounting on targeted products or discounted net price items. In-House Events – Allseating’s head office showroom located in Mississauga, ON as well as its Chicago showroom are perfect spaces for hosting social gatherings, with ample space for food and conversation as well as private offices and boardrooms for training sessions and meetings. Should opportunities arise to host CCOG clients, or offer up meeting spaces for use, Allseating will be more than ready to accommodate. Our Rep groups in Atlanta, Boston, Maryland, Houston, Dallas, Georgia, New York, LA and Vancouver also have showrooms where Allseating product is well represented and where CCOG clients will be welcome for events or meetings.</p> <p>Website Real-estate – Allseating can promote the CCOG contract on the front page of the website in the “What’s New” section. This is one of the first things that people see when visiting the website and is an effective way to drive traffic and promote awareness on specific products, contracts, news stories, opportunities, etc.</p>
<p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<ol style="list-style-type: none"> 1. Increase state and local government contract business, in states where we don’t currently have access to a State Contract. State of Ohio is of high importance to us. 3-5% growth per year 2. Increase Higher Education business through group purchasing contract opportunities 5% per year 3. Brand Awareness – as the seating category becomes more and more crowded it is of utmost importance to us to maintain our value proposition by being a seating manufacturer that provides seating with high design at a mid market price point who can offer the flexibility to its clients of open line dealer support and being able to offer our clients best value contract options of their choice.
<p>6. ADMIN FEE & REPORTING</p>	
<p>6.1. Administration Fee & Reporting</p>	

6.1.1. Administrative Fee.

Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.

The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.

Please provide your organization's proposed Administrative Fee percentage or structure.

NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the **Attachment A – Model Administration Agreement.**



6.1.2. Sales & Administrative Fee Reporting.

Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing

We will create a reporting template which will at the very least include the client name/organization, location, purchase order and/or invoice #, qty of items being purchased, purchase price and admin fee. CCOG can designate the information required on the report however, it must be information that we can capture from the client purchase order. Once set up the report will be audited for accuracy and set up to run automatically on a monthly basis on the 15th of each month. Once reporting is set up we can measure contract sales as percentage of total sales.

<p>these reports to Equalis Group.</p>	
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that your sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>Internal Audit / Price verification - Upon award of a CCOG contract all details of the contract are entered into the corporate special quote system and assigned a Special Quote Number. The Special Quote (SQ) will detail the contract #, discount structure, term of contract and purchasing terms. This document is accessible by our sales team, customer service team, order entry team and accounting team. We also work with our IT department to assign an order type code for all orders being entered under the contract. This order type will allow us to report specifically on CCOG orders. Our accounting team and IT department will create a reporting template based on the information required by CCOG to be included in the report. All required fields are captured in the order entry process so that reports can be automatically run based on the requirement of monthly, quarterly, or annual reporting. The order type is created when the contract is awarded, and Accounting and IT departments are informed of reporting and administrative fee requirements. Any admin fee calculation will be included on the report. Once the initial report has been created within our system, Accounting does a random audit against the sales amounts and verifies the admin fee calculation to ensure accuracy. Accounting will add the required contract reporting date to their contract reporting schedule table so as not to miss the due date for the report and admin fee payment.</p> <p>When a Customer and/or Authorized Dealer indicates a desire to purchase off of the CCOG Contract, we will verify eligibility to purchase using the contract. Assuming the client has a CCOG member number, that number will be obtained and verified.</p> <p>Order direct from customer: Allseating will verify member number and provide a quotation for product based on the terms and conditions of the contract. The contract number and Special Quote number will be included on the quote. A copy of the quote is required to be submitted along with the purchase order or credit card order form. Order entry verifies the details of the PO against the details of the contract and if all information is correct, the order will be entered and coded with a designated order type for CCOG contract.</p> <p>Order via Authorized Dealer: Allseating will provide the dealer with a copy of the approved Special Quote document for CCOG which will detail pricing and terms of the contract. The contract number and Special Quote number will be included on the quote provided by the dealer to the customer and will be on the Dealer PO to Allseating. The Authorized Dealer will place their PO with Allseating along with a copy of the CCOG client PO to them. In this way we can verify the dealer order is for a CCOG contract purchase and that correct pricing has been given by the dealer to the member. Order entry verifies the details of the PO against the details of the contract and if all is correct, the order will be entered and coded with a designated order type for CCOG contract. In this case, the member pricing is captured for reporting.</p> <p>In all cases, when the order is ready to be entered into our system, Order entry will verify all information against the contract details and tag the order with the correct order type for the contract so that reporting and audit can be done.</p>

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PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Respondent's proposal submission. Respondents are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Respondent's Cost Proposal must include the information requested in **Section 5 – Cost Proposal & Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Respondents that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: Yes X No

List certifying agency: [Click or tap here to enter text.](#)

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

Respondent certifies that this firm is a SBE or DBE: Yes X No

List certifying agency: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: Yes X No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: Yes X No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: Yes X No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: Yes X No

List certifying agency: [Click or tap here to enter text.](#)

**** Note **** As a Canadian manufacturer the above designations are not applicable. Allseating has aprox 175 employees and the owner of the company is designated as certified as legally blind. As we are an open line manufacturer we are happy to use local dealers for servicing which fall into any of the above categories should a CCOG client require or request us to do so.

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please also list and include copies of any certificates you hold that would show value for your response and was not already included with the requested information above.

Bifma e3 Level 3 Certification
Indoor Air Quality Gold Certification
Practice Green Health Certification
ISO 14001 Certification

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PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- Yes
- No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. [Insert statement here.](#)

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. [Insert statement here.](#)

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

Yes

No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Respondent Response: Copy of our current US wide open dealer list is attached. .

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

I, Cindy Lawton-Moreby , hereby certify and affirm that Allseating Corporation , has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Cindy Lawton-Moreby, hereby certify and affirm that Allseating Corporation, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, Cindy Lawton-Moreby , hereby certify and affirm that Allseating Corporation , is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, Cindy Lawton-Moreby , hereby certify and affirm that Allseating Corporation either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Cindy Lawton-Moreby , hereby affirm that this proposal accurately represents the capabilities and qualifications of Allseating Corporation , and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

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

Authorized signature:



Printed Name: Cindy Lawton-Moreby

Company Name: Allseating Corporation

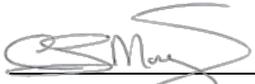
Mailing Address: 5800 Avebury Road Unit 3, Mississauga, ON
L5R 3M3

Email Address: cindy@allseating.com

Job Title: Vice President, Sales

PROPOSAL FORM 10: DEBARMENT NOTICE

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

Respondents Name:	Cindy Lawton-Moreby
Mailing Address:	5800 Avebury Road, Unit 3, Mississauga, ON L5R 3M3
Signature	
Title of Signatory:	Vice President Sales

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent that:

1. No Federal appropriated funds have been paid or will be paid 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 or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:



Date:

11-09-2023

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

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

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

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

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

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

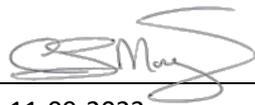
2. *Fingerprint & Criminal Background Checks*

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

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

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

Signature:



Date:

11-09-2023

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Respondent agree? CLM

(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements).

All Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the Respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Respondent agree? CLM

(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent

will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Respondent agree? CLM

(Initials of Authorized Representative)

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Respondent agree? CLM

(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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 Supplier Partner 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.

Does Respondent agree? CLM

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Respondent agree? CLM

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Respondent agree? CLM

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Respondent agree? CLM

(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance

with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Respondent agree? CLM
(Initials of Authorized Representative)

9. *Byrd Anti-Lobbying Amendment*

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree? CLM
(Initials of Authorized Representative)

10. *Procurement of Recovered Materials*

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Respondent agree? CLM
(Initials of Authorized Representative)

11. *Profit as a Separate Element of Price*

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating

agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner’s Group Purchasing Agreement.

Does Respondent agree? CLM
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Respondent agree? CLM
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“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.

Does Respondent agree? CLM
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Respondent agree? CLM
(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does Respondent agree? CLM

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:



Printed Name: Cindy Lawton-Moreby

Company Name: Allseating Corporation

Mailing Address: 5800 Avebury Road, Unit 3, Mississauga, ON L5R 3M3

Job Title: Vice President Sales

PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

Please answer the following question. If yes, complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All bidders submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Bidder should certify bidder’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

16. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier 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.

Does Respondent agree? CLM
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? CLM
(Initials of Authorized Representative)

17. Changes

FEMA recommends that all contracts include a changes clause 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 depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? CLM
(Initials of Authorized Representative)

18. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? CLM
(Initials of Authorized Representative)

19. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? CLM
(Initials of Authorized Representative)

20. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies 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.

Does Respondent agree? CLM
(Initials of Authorized Representative)

21. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier 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.

Does Respondent agree? CLM
(Initials of Authorized Representative)

22. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

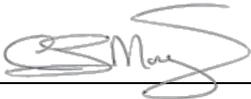
Does Respondent agree? CLM
(Initials of Authorized Representative)

23. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? CLM
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:  _____

Printed Name: Cindy Lawton-Moreby
Company Name: Allseating Corporation
Mailing Address: 5800 Avebury Road, Unit 3, Mississauga, ON L5R 3M3
Job Title: Vice President Sales

PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	--

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member’s discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Respondent agree? CLM
(Initials of Authorized Representative)

Date: 11-09-2023

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also 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.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Allseating Corporation
Street: 5800 Avebury Road Unit 3,
City, State, Zip Code: Mississauga, ON L5R 3M3

Complete as appropriate:

I, [Click or tap here to enter text.](#), certify that I am the sole owner of [Click or tap here to enter text.](#), that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, [Click or tap here to enter text.](#), a partner in [Click or tap here to enter text.](#), do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

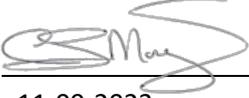
OR:

I, Cindy Lawton-Moreby, an authorized representative Allseating Corporation, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Gary K Neil	3350 Credit Heights Dr, Mississauga ON	100% owner

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature: 
Date: 11-09-2023

B. Non-Collusion Affidavit

Respondent Name: Enter Respondent Name

Street Address: _____

City, State Zip: Enter Respondent Name

State of New Jersey

County of Insert County name

I, Insert name here, of the Insert name of City in the County of Insert name of County, State of Insert name of State of full age, being duly sworn according to law on my oath depose and say that:

I am the Insert name of job title of the firm of Insert company name, the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature:

Job Title: Insert job title here.

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name: Allseating Corporation
Street Address: 5800 Avebury Road, Unit 3,
City, State, Zip Code: Mississauga ON L5R 3M3

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are 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)

Suppliers 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:

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

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.

Authorized Signature: 
Title of Signatory: Vice President Sales
Date: 11-09-2023

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

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

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

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

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

Signature of Procurement Agent

D. 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 is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

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 https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html. 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) 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.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey 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.

¹ [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 Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. 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: Stockholder Name Gary K Neil Home Address: 3350 Credit Heights Drive Mississauga, ON Canada	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Subscribed and sworn before me this ____ day of _____ _____, 2 ____.	
(Notary Public)	(Affiant) _____ (Print name & title of affiant)

My Commission expires:

(Corporate Seal)

PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions.
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

[Click or tap here to enter text.](#)

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response.

Should a Respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the Respondent. Respondents must select one of the following options for submitting their response.

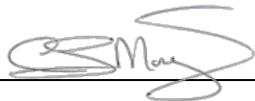
- Respondent agrees to all terms and conditions in **Attachment A - Sample Administration Agreement**.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

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

Company Name Allseating Corporation
Address 5800 Avebury Road, Unit 3
City/State/Zip Mississauga ON
Phone Number 416-671-5694
Email Address cindy@allseating.com
Printed Name Cindy Lawton-Moreby
Job Title Vice President of Sales

Authorized Signature 

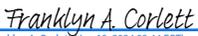
Initial Term of the Master Agreement

Contract Effective Date: January 1, 2024
Contract Expiration Date: December 31, 2027
Contract Number: COG-2152A

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: 
Franklyn A. Corlett (Jan 19, 2024 08:44 EST)
Name: Franklyn A. Corlett
As: CCOG Board President
Date: Jan 19, 2024

By: 
Eric Merkle (Jan 18, 2024 14:49 CST)
Name: Eric Merkle
As: EVP, Procurement & Operations
Date: Jan 18, 2024

Agreement - Allseating & CCOG (Master) - 2024.01.01

Final Audit Report

2024-01-19

Created:	2024-01-18
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMwFFmZh32qkwaDQ7FIPR2uck1KfOouj

"Agreement - Allseating & CCOG (Master) - 2024.01.01" History

-  Document created by David Robbins (drobbins@equalisgroup.org)
2024-01-18 - 7:20:32 PM GMT- IP address: 98.123.160.114
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature
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-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)
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-  Document e-signed by Eric Merkle (emerkle@equalisgroup.org)
Signature Date: 2024-01-18 - 8:49:33 PM GMT - Time Source: server- IP address: 216.201.207.58
-  Document emailed to fcorlett@solonohio.org for signature
2024-01-18 - 8:49:34 PM GMT
-  Email viewed by fcorlett@solonohio.org
2024-01-19 - 1:44:20 PM GMT- IP address: 64.85.173.2
-  Signer fcorlett@solonohio.org entered name at signing as Franklyn A. Corlett
2024-01-19 - 1:44:31 PM GMT- IP address: 64.85.173.2
-  Document e-signed by Franklyn A. Corlett (fcorlett@solonohio.org)
Signature Date: 2024-01-19 - 1:44:33 PM GMT - Time Source: server- IP address: 64.85.173.2
-  Agreement completed.
2024-01-19 - 1:44:33 PM GMT