



Solicitation Number: RFP #091423

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and AmTab Manufacturing Corporation, 600 Eagle Drive, Bensenville, IL 60106 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Furniture Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 4, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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 certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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 certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

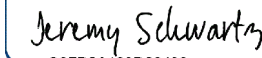
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

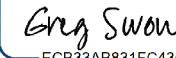
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

AmTab Manufacturing Corporation

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/29/2023 | 5:27 PM CST

DocuSigned by:

By: ECB33AB831FC43C...
Greg Swon
Title: Accounting Manager
Date: 11/29/2023 | 12:37 PM CST

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 11/30/2023 | 8:25 AM CST

RFP 091423 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: AmTab Manufacturing Corporation
Does your company conduct business under any other name? If yes, please state: Illinois
Address: 600 Eagle Dr
Bensenville, Illinois 60106
Contact: Greg Swon
Email: contractteam@amtab.com
Phone: 630-301-7600
Fax: 630-301-7600
HST#: 205211622

Submission Details

Created On: Friday July 28, 2023 15:59:48
Submitted On: Wednesday September 13, 2023 10:04:38
Submitted By: Greg Swon
Email: contractteam@amtab.com
Transaction #: da7abc8f-2a51-4fe4-bd62-38f7c3be8bfe
Submitter's IP Address: 143.170.132.122

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	AmTab Manufacturing Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	AmTab Manufacturing Corporation does not have any subsidiaries.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	AmTab Manufacturing Corporation does not have any assumed names or DBA's.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage: 03NF9
5	Proposer Physical Address:	600 Eagle Drive Bensenville, IL 60106
6	Proposer website address (or addresses):	www.amtab.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Greg Swon - Accounting Manager AmTab Manufacturing Corporation 600 Eagle Drive Bensenville, IL 60106 greg.swon@amtab.com 630-301-7600
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Greg Swon - Accounting Manager AmTab Manufacturing Corporation 600 Eagle Drive Bensenville, IL 60106 greg.swon@amtab.com 630-301-7600
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	AmTab Manufacturing Corporation does not have any other contact to list.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>AmTab has been creating modern, popular, and fun learning environments since 1958. We take great pride in positively impacting student's daily life by helping their educational experience. AmTab builds partnerships with our end users that last a lifetime.</p> <p>The AmTab manufacturing facility is over 300,00 sq ft and caters to a robust team of employees. Our location is in Bensenville, Illinois just outside of Chicago. Our warehouse consists of products that are waiting to be shipped out as well as new creations being tested within our facility.</p> <p>At AmTab, we always go above and beyond for our end users and dealers. We believe in building partnerships and products that exceed industry expectations. Partnering with AmTab will ensure your project will have the highest quality products and best customer service in the marketplace.</p> <p>American Made Often times, products and materials are not produced in the USA because margins are the driving force. That is not the case at AmTab. At AmTab the driving force is YOU. All of AmTab's products and materials are 100% made and produced in the USA. We don't cut any corners in the name of quality and that has been one of the cornerstones of the AmTab culture. End users that partner with AmTab get the highest quality products that are unmatched in the industry.</p> <p>Minority Owned AmTab is a family and minority owned business. The company has been led by Doss Samikkannu and his two sons Steve and Jason. The entire AmTab team has a blue collar, Midwest working mentality that exuberates from the top all the way to the bottom of the company.</p> <p>Award Winning Line Our quality at AmTab is one of the most important components of our identity. We cut no corners when it comes to supplying our partners with the best furniture and design work the market has to offer. We pride ourselves on being the industry leader in providing K-12, Higher-Education and Hospitality with the finest product line in the market. We have won countless awards that are a symbol of our quality in the eyes of end users.</p> <p>Uniqueness Upgrading your furniture or re-designing your school plays an important part in creating an environment that students want to be a part of. At AmTab we are proud to say with the help of our furniture line and design work we are able to create real change and see improvements in different areas of the school such as:</p> <ul style="list-style-type: none"> • 15% - 25% increase in student participation in nutrition programs • School Revenues increase • Reduce Waiting Times <p>AmTab also has the most color options in the industry, all products are fully mobile, high-powered gas cylinder in our tables, high-pressure lamination on top and bottom of our tables, 400 lb. weight capacity stool, largest stool seating size above industry standards and many other differentiating factors that make AmTab one of a kind.</p> <p>Control Supply Chain As a supplier, AmTab is in a unique position of controlling the entire supply chain. Being able to manufacture, design, and furnish all our products locally puts us in a great position in the marketplace. A big advantage is being able to make the adjustments that our customers want. Since we make the products at our facility, we can make sure that the customer's order is exactly how they want it to be. Another AmTab staple is that our products are 100% American made. All our materials are of the highest quality and sourced locally. We don't cut corners when it comes to quality and we ensure that all our products will exceed the marketplace's expectation. Combining our fantastic product line with our talented graphic and interior design team, we are able to increase student participation, increase revenue, improve retention of students and staff, and increase school spirit.</p>
11	What are your company's expectations in the event of an award?	AmTab's expectations if granted the award, would be a forecasted 33% increase in all combined markets. Utilizing our extensive dealer network, strong sales team, and combining that with the Sourcewell contract it would result in great success for both parties.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Included in the Documents Section is a bank letter and AmTab's most recent summary balance sheet and financial statement. AmTab is a very financially sound and privately owned organization who continues to show growth year over year.

13	What is your US market share for the solutions that you are proposing?	AmTab's US market share for our solutions we are proposing: - K12 Dining Commons furniture: 75% market share - Signage Graphics Decor:2% - K12 Music & Performance: 2% - K12 Science Rooms: 2%	*
14	What is your Canadian market share for the solutions that you are proposing?	AmTab's share on the Canadian market is around 3%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	AmTab Manufacturing Corporation has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	AmTab Manufacturing is best described as a manufacturer who creates modern, popular, and fun environments. AmTab has six educational partnership managers that consist of different regions: Northeast, Southeast, Midwest, Pacific Northwest, Great Plains, California / Hawaii and International. Each educational partnership manager has received extensive training through AmTab's own program as well as outside classes sponsored by AmTab. On top of being the top provider for manufacturing state of the art furniture, we have developed the incredible ability to utilize our design capabilities. AmTab holds a robust 25 designers who works with dealers and end users to create beautiful spaces for our customers. Having a large amount of designers allows us to get designs to our clients ahead of schedule. Outside of our own sales force we have over 500 dealers across the U.S. and International. We have a great relationship with all our dealer partners. We invite them over to our facility for training and help them develop great partnerships with our team members. We also equip them with the proper marketing collateral which helps them when talking with end-users.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AmTab Manufacturing is MAS Green Certified as well as UL Certified.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	AmTab Manufacturing Corporation has never had any suspension or debarment instances.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	AmTab was voted by school nutrition professionals across the country for having the best food court furniture. The award was conducted by NxtGen Network.	*
20	What percentage of your sales are to the governmental sector in the past three years	5%	*
21	What percentage of your sales are to the education sector in the past three years	90%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	PCA 2021 - \$102,587 2022 - \$77,020 2023 YTD - \$41,162 AEPA 2021 - \$0 2022 - \$360,000 2023 YTD - \$240,000 TIPS 2021 - \$618,912 2022 - \$473,700 2023 YTD - \$682,183 OMNIA 2021 - \$255,113 2022 - \$303,915 2023 YTD - \$140,743	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	AmTab Manufacturing Corporation does not currently hold a GSA or SOSA contract.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mercer County Schools	Chris Minor	(859) 733-7200, ext. 1506	*
Kern High School District	Jennider Davis	(661) 827-3190	*
Hardee County Schools	LaCheron Conway	863-773-9058 Ext:1206	*
Andalusia City Schools	Shan Burkhardt	334-222-6379	
Community Unit School District 200	Kevin Weisenberger	630.393.9690	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Chicago Public Schools	Education	Illinois - IL	20 school cafeterias - design, graphics, furnishings, installation	\$26,591.05	\$531,820.90	*
Kern County School District	Education	California - CA	8 school cafeterias - design, graphics, furnishings, installation	\$60,824.10	\$486,592.76	*
Clayton County School District	Education	Georgia - GA	12 school cafeterias - design, graphics, furnishings, installation	\$90,366.15	\$1,084,393.75	*
Hillsborough County School District	Education	Florida - FL	21 school cafeterias - design, graphics, furnishings, installation	\$51,840.48	\$1,088,649.40	*
Duval County School District	Education	Florida - FL	40 school cafeterias - design, graphics, furnishings, installation	\$92,679.51	\$3,707,180.3	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	AmTab has two General Managers, one of which who oversees AmTab's entire sales operation. We then have six regional sales manager's (Northeast, Southeast, South, Midwest, Pacific Northwest and CA), Hospitality Manager and A&D Manager. These representatives along with our extensive dealer network are able to service the entire country.
27	Dealer network or other distribution methods.	AmTab has a very extensive, but selective dealer network. We only use dealers who know our products and can best represent our company. Our dealers are located throughout the United States and Canada so that we can fully provide sales, delivery, installation and service wherever it is needed.
28	Service force.	AmTab employees and its dealers have extensive knowledge of our products. If there is ever a customer in need of training, demonstrations or any services either someone from AmTab's team or its dealers team will be available.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	AmTab allows for orders to be placed directly with our company or with one of our dealers. A PO is required and is usually received by email. Our Order Entry Team will enter the order and follow up with the customer if there are any questions regarding customizations, colors, sizes, models, etc. A sales order acknowledgement will be sent within 24 hours to confirm the order details.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	AmTab has three sections to its Customer Service Team. Our Quotes Team, Order Entry Team and Client Services Team. Our Quotes Team helps our customers with the beginning phase of an order. They will help customize and put together a design package and pricing for what they need. Quotes are usually given within 24 hours, however, depending on the size of the project and if pictures are needed it can take up to two weeks. Once a PO is received it is entered by our Order Entry Team. The Order Entry Team makes sure that all colors, sizes, customizations, etc. are chosen and will send an order acknowledgement within 24 hours. They will then work with our operations team to produce the order. Lastly our Client Services Team provides tracking and delivery information and can answer any questions and provide any product details. Our team and our dealers will work hand in hand with a customer from the start of a project to the very end so that they have a great experience.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	AmTab is able and willing to provide our products and services to all participating entities in the United States. Our vast dealer network and extensive freight carrier partnerships allow us the ability to be able to reach all customers.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	AmTab is able and willing to provide our products and services to all participating entities in Canada. Our vast dealer network and extensive freight carrier partnerships allow us the ability to be able to reach all customers.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	AmTab can service all geographic areas in the United States and Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	AmTab can service all Sourcewell participating entity sectors.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions for Hawaii, Alaska and US Territories outside of potential additional packaging and freight charges due to the requested delivery location.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>AmTab has a wide range of different marketing initiatives that will help effectively promote this contract.</p> <p>1. Trade Shows AmTab attends both national and regional shows throughout the year. Most notably, School Nutrition Association national show, LearningScapes, and EDspaces. Those major national shows feature end users, as well as dealers. When attending these shows we would be sure our sales team knows to push this contract and let the end users attending know we were awarded said contract as well as the benefits of the contract.</p> <p>2. Email Marketing AmTab has an extensive email marketing list that we use to send out to end users and dealers alike. We would utilize this contract in every campaign we send out. In all our campaigns we have a section reserved for highlighting either something new about AmTab, or something of benefit for our end users or dealers. The Sourcewell logo would go in every contract and would highlight the benefits to our audience.</p> <p>3. Hosted Events AmTab has a multitude of different events at AmTab in order to cultivate a great partnership with both end users and dealers. In these factory tours we have breakout sessions where we talk about different initiatives that are beneficial to our clients. In those sessions we would highlight the Sourcewell contract.</p> <p>4. Training All AmTab sales force in addition to our extensive dealer network will be trained on the benefits of the contract.</p> <p>5. Marketing Collateral We will have individual Sourcewell dedicated brochures that we will bring to all our tradeshow as well as send out to our dealer network. We will also have a dedicated landing page for the Sourcewell brochure that people can see that we are an awarded vendor, if approved.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	AmTab is active on LinkedIn, Facebook, Instagram, Twitter, YouTube, and Pinterest. We post weekly across the above platforms to highlight our before / after photos, advantages of AmTab, case studies, testimonials, and videos of completed projects. On the website, we are using meta keywords, meta description as well as tags to get our digital footprint more easily findable for end users.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts is to help equip the AmTab team with the general knowledge of the contract as well tips to best promote this contract to the Sourcewell members. We would integrate the awarded Sourcewell contract in a variety of different ways. In all our sales training meetings with our dealers, in our meetings with end-users at our factory as well as trade shows we will promote the contract and the benefits. On top of that, we will include the Sourcewell branding on all marketing collateral and have a dedicated Sourcewell brochure that we will bring to all shows and send to our dealers.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	AmTab works side-by-side with end users in order for them to get the most out of their equipment. When installations are complete, our install team works with the custodians to train them on the various functions of the product (opening / closing / cleaning). After that process, we have dedicated videos of the specific furniture that they received and end users can rewatch the training videos. Training videos are also found on a dedicated page that can only be accessed by end users who partner with AmTab. Training is always standard and necessary for the end users. Training is 100% free as well. We offer training sessions at our facility where we will hand out certificates for completion.
41	Describe any technological advances that your proposed products or services offer.	AmTab is the leader in providing state-of-the-art learning environments for students. Over the recent years there has been an increase in technology for students in schools. Majority of our tables come equipped with power charging stations. Our high-speed cylinder operating mechanisms make for opening and closing easy and safe which is ahead of the industry using standard torsion bars. Our wheels and casters are also non-marring, double ball bearing and 4" in diameter which are all the gold standard in the industry.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	AmTab is both UL certified and MAS Green Certified. We use sustainable materials, recycled metal, wood, and laminates are all a part of our green initiatives. Our paint system is also non-hazardous.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	AmTab holds the following certifications: - Mas Green Certified - UL
44	Describe any quality management and environmental system certifications attained by your organization (LEED, Greenguard Indoor Air Quality, ANSI, BIFMA or others).	AmTab holds the following certifications:
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	AmTab currently is a member of the National Minority Supplier Development Council.
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	AmTab has many different unique attributes that we would be able to offer to Sourcewell members. The great thing about AmTab is schools see a return on their initial investment based on a few different factors. Modernizing spaces with our furniture in conjunction with our signage, graphics, and décor schools see an increase in school lunch participation. We have conducted case studies where schools have seen anywhere from 25% increase all the way up to 111%. Another unique attribute that is related to investment is our quality. All AmTab products are 100% made and manufactured in the United States which speaks to the highest quality products for Sourcewell members. Members will no longer have to constantly replace or buy new products every 5 to 10 years. AmTab products are not only built to last, but built to create a modern, popular, space that students want to be a part of.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	Our warranty form has been added to the documents section. All products carry an unlimited lifetime warranty for the first 15 years and a limited lifetime warranty after the first 15 years. This includes all parts and labor.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is a section in our warranty form providing situations where the warranty would not apply. These are standard situations involving abuse or misuse of the products, failure to maintain the products in their original condition, altering or modifying the products, etc.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. As long as the issue is covered by the warranty then these expenses would be covered.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	AmTab will be able to provide a certified technician to perform any warranty repairs in the United States or Canada.
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. AmTab will cover warranty service for items made by other manufacturers.
52	What are your proposed exchange and return programs and policies?	Exchange and return programs are handled on a case by case basis and a minimum 25% restocking fee will apply. This is due to the potentially high customization of orders. Returns must be initiated within 30 days of delivery. Please contact AmTab Client Services Team for all information and details.
53	Describe any service contract options for the items included in your proposal.	AmTab does not offer any service contract options at this time.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods.	Payment Terms are Net 30. Payment methods are Check, Wire or Credit Card (3.5% Fee)
55	Describe any leasing or financing options available for use by educational or governmental entities.	AmTab does not currently offer any leasing or financing options.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	At this time there are no documents outside of the RFP documents that AmTab would like to include.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	AmTab Manufacturing Corporation does accept the P-card procurement and payment process and there is a 3.5% additional cost to Sourcewell participating entities for using this process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>AmTab's price list has been submitted in the Documents section. Our pricing model is a discount percentage off of list price and includes delivery & installation to the 48 Contiguous United States. The pricing offered is AmTab's best possible pricing.</p> <p>Exceptions to the Delivered & Installed pricing are Alaska, Hawaii and outside of the United States due to the distance and shipping requirements. This includes additional packaging, freight expense, duties, etc. and these prices will therefore need to be calculated on a case by case basis.</p> <p>Additional discounts can be offered based on various situations and will also be calculated on a case by case basis.</p>
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	AmTab offers a 40% discount off of its entire price list and this pricing includes delivery & installation to the 48 Contiguous United States. Additional discounts can be offered based on various situations and will also be calculated on a case by case basis.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Additional discounts can be offered based on various situations including order volume, products ordered, location, etc. and will also be calculated on a case by case basis.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Sourced" products, "open market" items and "nonstandard options" will be available. Any good or service outside of the contract or not currently listed will identified in any contract quote that is provided to a Sourcwell member and can be negotiated before an order is placed. This will help facilitate orders up front.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	AmTab's proposed pricing will include delivery and installation to the 48 Contiguous United States. Most other services including things like design work will be listed separate in the price list. If anything is not addressed or falls outside of the normal goods and services it can be negotiated before an order is submitted.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>AmTab has submitted discount pricing that includes delivery and installation to the 48 Contiguous United States.</p> <p>Exceptions to the Delivered & Installed pricing are Alaska, Hawaii and outside of the United States due to the distance and shipping requirements. This includes additional packaging, freight expense, duties, etc. and these prices will therefore need to be calculated on a case by case basis.</p> <p>AmTab has partnered with a good number of LTL and Full Truck carriers who we have done business with for years. These carriers can handle our products well and can deliver anywhere.</p>
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight, shipping and delivery terms for Alaska, Hawaii and outside of the United States will need to be handled differently due to the distance and shipping requirements. This includes additional packaging, freight expense, duties, etc. and these prices will therefore need to be calculated on a case by case basis.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	AmTab has partnered with a good number of LTL and Full Truck carriers who we have done business with for years. These carriers can handle our products well and can deliver anywhere. Delivery can include tailgate, ramp, inside delivery or whatever the customer needs.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	AmTab will meet with its sales team to go over the terms and pricing of this contract so that all dealers and customers are notified that this contract is available and that information will be readily available. AmTab's Customer Service Team will also be notified of this contract. Any orders placed through this contract will be coded in our system and tracked. AmTab's Contract Specialist (Greg Swon) will perform monthly audits on its sales to make sure that all contract orders are recorded for reporting. Each quarter a report will be submitted and a check sent for the administrative fee.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	AmTab will be able to keep track of Sourcewell orders by coding them in our ERP system. We will be able to see these sales as a percentage of our total sales and be able to compare this data to some of our other contracts to see our success.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	AmTab proposes a 2% administration fee on the sales of all Sourcewell member orders. This is in line with our other contract administrative fees.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	AmTab has a wide range of different products and services that we would be offering to Sourcewell members. At AmTab we take great pride in modernizing all spaces within learning environments ranging from food courts, classrooms, music and performance center, gymnasium, and conference rooms. We have the most food court furniture options in the industry that range from wave tables, rectangle tables, round tables, bench tables, stool tables, high-top seating, booth tables, buffet tables, receptacles, condiment cabinets and more. From room to room in learning environments, AmTab offers a wide array of collaborative learning desks, e-sports tables and seating, science and makerspace tables, wheelchair accessible tables, sit 2 stand desks and lecterns, collaborative learning tables, teacher desks, whiteboard tables and more. Modernizing your music and performance center has never been easier with the help of AmTab vast product offerings. Select from music and conductor chairs, podiums, riser sets, stage ramps, stands, lecterns, and portable stages and risers. AmTab has furnished conference rooms and hospitality spaces across the country. We have products that include conference tables, heavy-duty folding tables, particleboard, plywood core and stained and sealed tables. Support, style, and comfort are three important attributes when it comes to deciding on seating options. At AmTab we offer soft seating packages, cafe and folding chairs, montessori chairs, stackable chairs, stools, task chairs, tall chairs, classroom chairs, and many more options for members to select from. A huge differentiator for AmTab is our signage, graphics, and decor that modernizes space with beautiful designs that help environments come alive with signs and banners, word walls, exterior decor, design packages, and interior graphics and signage.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Dining Tables & Booths - Eating Counters and Column Wraps - Booth Systems - Mobile E-Z Tilt Tables - Mobile Bench Tables - Mobile Stool Tables

- Mobile Stool and Bench Tables
 - Mobile Shape Tables
 - Mobile Conversation Tables
 - Social Tables
 - Receptacles, Condiment Cabinets, and Partitions
 - Mobile Buffet Tables
- Classroom Tables & Desks
- Computer and Technology Tables
 - Collaborative Learning Desks
 - Collaborative Learning Tables
 - E-Sports
 - Science Lab Tables
 - Sit 2 Stand Lecterns
 - Utility Tables
 - Wheelchair Accessible and Activity Tables
 - Makerspace Tables
 - Teacher Desks
 - Whiteboard and Markerboard Tables
- Music and Performance
- Chair and Stage Carts
 - Music and Conductor Chairs
 - Podiums
 - Riser Sets
 - Stage Ramps
 - Stage Sets
 - Stands
 - Lecterns
 - Portable Stages and Risers
 - Stage and Riser Accessories
- Seating Concepts
- Soft Seating
- Cafe and Folding Chairs
- Cantilever Chairs
 - Ergo Engage Chairs
 - Essential Chairs and Seats
 - Montessori Chairs
 - Soft Seat Tables and Steps
 - Stack Chairs
 - Stools
 - Tall and Stack Chairs
 - Chair Carts
 - Task Chairs
- Conference and Training Tables
- Conference Tables
 - Dynalite Folding Tables
 - Folding Benches
 - Particleboard Core Tables
 - Plywood Core Tables
 - Plywood Stained and Sealed Tables
 - Training Tables
- Signage, Graphics, Decor
- Banners
 - Signs and Banners
 - School Nutrition
 - Word Wall
 - Original Content Graphics Design and Development
 - Physical Distancing
 - Signage, Graphics, and Decor
 - Interior Signage Package
 - Interior Decor Package
 - Interior Signage
 - Interior Decor
 - Dining Commons and Food Court Decor
 - Learning Environment Decor
 - Exterior Decor
 - Design Packages

*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Desks and workstations (stationary, sit-to-stand, control and dispatch consoles, charging stations)	<input checked="" type="radio"/> Yes <input type="radio"/> No	AmTab currently offers these types of products	*
73	Chairs	<input checked="" type="radio"/> Yes <input type="radio"/> No	AmTab currently offers these types of products	*
74	Tables	<input checked="" type="radio"/> Yes <input type="radio"/> No	AmTab currently offers these types of products	*
75	Modular and demountable walls	<input type="radio"/> Yes <input checked="" type="radio"/> No	AmTab does not currently offer these types of products	*
76	Cubicles	<input type="radio"/> Yes <input checked="" type="radio"/> No	AmTab does not currently offer these types of products	*
77	Patio or outdoor	<input checked="" type="radio"/> Yes <input type="radio"/> No	AmTab currently offers these types of products	*
78	Seating (benches, fixed stools, ottomans, integrated power systems)	<input checked="" type="radio"/> Yes <input type="radio"/> No	AmTab currently offers these types of products	*
79	Casegoods	<input type="radio"/> Yes <input checked="" type="radio"/> No	AmTab does not currently offer these types of products	*
80	Residential hall furnishings	<input type="radio"/> Yes <input checked="" type="radio"/> No	AmTab does not currently offer these types of products	*
81	Related services including rental, design, space planning, installation, assembly, safety inspection, repair, renovation, refurbishment, re-manufacture, retrofit or recycling services to the offering above; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	AmTab currently offers these types of products	*
82	Proposers may also include related storage and technology integrated furniture solutions, ergonomic solutions and accessories, workspace systems and accessories to the extent that the offering is ancillary or complementary to an offering of Furniture Solutions as described in Lines 72-81 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	AmTab does not currently offer these types of products	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - AmTab Price List.xlsx - Wednesday September 13, 2023 08:47:48
- [Financial Strength and Stability](#) - AmTab Financial Strength & Stability.pdf - Friday August 25, 2023 11:39:59
- [Marketing Plan/Samples](#) - AmTab Brochures & Catalog.pdf - Thursday August 24, 2023 12:56:15
- [WMBE/MBE/SBE or Related Certificates](#) - 12 AmTab MBE Certificate.pdf - Thursday August 24, 2023 10:04:33
- [Warranty Information](#) - 9 AmTab Warranty.pdf - Thursday August 24, 2023 10:03:56
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - AmTab - Sourcewell RFP 091423 Confidentiality Request.pdf - Wednesday September 13, 2023 08:38:30
- [Upload Additional Document](#) - AmTab Additional Documents.pdf - Tuesday September 12, 2023 16:09:55

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Greg Swon, Accounting Manager, AmTab Manufacturing Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Furniture_Solutions_RFP_091423 Tue September 5 2023 03:34 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Furniture_Solutions_RFP_091423 Thu August 31 2023 12:47 PM	<input checked="" type="checkbox"/>	5
Addendum_2_Furniture_Solutions_RFP_091423 Tue August 29 2023 02:17 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Furniture_Solutions_RFP_091423 Fri August 18 2023 11:06 AM	<input checked="" type="checkbox"/>	2