



RFP # 24–22

Presented to:



for

**Competitive Solicitation by Region 14 Education
Service Center for Furniture**

By

AmTab Manufacturing Corporation

600 Eagle Drive

Bensenville, IL 60106

Phone (630) 301-7600

July 20, 2022



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EXECUTIVE SUMMARY

AmTab Manufacturing Corporation is a leading innovator in the K-12 Dining Commons and K-12 Food Courts marketplace providing customized tables, mobile booth systems, interior décor signage and branding. Outside the cafeteria environment, we have an extensive collection of traditional classroom, computer room, lab environment and art room furniture. Additionally, AmTab offers portable stages and risers for music and drama environments, heavy duty carts, table shields, waste and recycling receptacles. Over time, we have expanded into the hospitality and healthcare arenas.

AmTab has a team environment and we believe everyone has a key role in our corporation and services. We are composed of an order team, quotes team, shipping and logistics department, customer service, financial department, engineers, IT department, marketing department, media department, design team, a photography department, to name a few. Every employee is equally trained on our product line, warranty, specifications, and our dedication to our customers.

Lastly, our work has expanded across the United States and into the international market as word of our success has spread and the demand for our products has increased. Schools typically see a 15% - 25% increase in student participation in breakfast and lunch programs as a result of our work within the dining commons. Our corporation was recently voted as the "trendiest in furniture" by School Nutrition Association leaders throughout the country via First Taste TV and awarded the "best furniture" award through the Alabama School Nutrition Association.

We would very much like to have the privilege of continuing to partner with NCPA to create inspiring and engaging environments.

Request for Proposal (RFP) for Furniture

Solicitation Number: 24-22

Publication Date: Tuesday, June 7th, 2022

Notice to Respondent:

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

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

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

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

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

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

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

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



**Competitive Solicitation by
Region 14 Education Service Center
For
Furniture**

On behalf of itself and other Government Agencies

**And made available through the
National Cooperative Purchasing Alliance**

RFP # 24-22



National Cooperative Purchasing Alliance

See following pages

Introduction / Scope

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

Instructions to Respondents

- ◆ **Submission of Response**
 - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
 - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
 - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
 - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- ◆ **Public Bid Opening**
 - The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

- ◆ **Required Proposal Format**
 - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

- ◆ **Tabs**
 - Tab 1 – Master Agreement / Signature Form
 - Tab 2 – NCPA Administration Agreement
 - Tab 3 – Vendor Questionnaire
 - Tab 4 – Vendor Profile
 - Tab 5 – Products and Services / Scope
 - Tab 6 - References
 - Tab 7 - Pricing
 - Tab 8 – Value Added Products and Services
 - Tab 9 – Innovation
 - Tab 10 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

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

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

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

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

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

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

◆ **Payments**

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

◆ **Adding authorized distributors/dealers**

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

◆ **Pricing**

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

◆ **Warranty**

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

◆ **Safety**

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

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

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

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

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

◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

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

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

- **The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.**

Process

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

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

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

◆ **Past Performance**

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

Evaluation Criteria

- ◆ **Pricing (40 points)**
 - **Electronic Price Lists**
 - **Products, Services, Warranties, etc. price list**
 - **Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.**

- ◆ **Ability to Provide and Perform the Required Services for the Contract (25 points)**
 - **Product Delivery within participating entities specified parameters**
 - **Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.**
 - **Vendor's ability to perform towards above requirements and desired specifications.**
 - **Past Cooperative Program Performance**
 - **Quantity of line items available that are commonly purchased by the entity.**
 - **Quality of line items available compared to normal participating entity standards.**

- ◆ **References and Experience (15 points)**
 - **A minimum of ten (10) public sector references for product and/or services of similar scope dating within past 3 years**
 - **Respondent Reputation in marketplace**
 - **Past Experience working with public sector.**
 - **Exhibited understanding of cooperative purchasing**

- ◆ **Value Added Products/Services Description, (10 points)**
 - **Additional Products/Services related to the scope of RFP**
 - **Marketing and Training**
 - **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**
 - **Customer Service**

- ◆ **Innovation (10 points)**
 - **Past Innovation, how it affected sales**
 - **Future Innovation in the pipeline**

Signature Form

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

Prices are guaranteed: **120 days**

Company name	<u>AmTab Manufacturing Corporation</u>
Address	<u>600 Eagle Drive</u>
City/State/Zip	<u>Bensenville, IL 60106</u>
Telephone No.	<u>630-301-7600</u>
Fax No.	<u>630-896-7945</u>
Email address	<u>contractteam@amtab.com</u>
Printed name	<u>Themio Lies</u>
Position with company	<u>Contracts Manager</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-77, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Furniture;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

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

◆ **General Provisions**

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

National Cooperative Purchasing Alliance:	Vendor:	<u>AmTab Manufacturing Corporation</u>
Name: <u>Matthew Mackel</u>	Name: <u>Themio Lies</u>	
Title: <u>Director, Business Development</u>	Title: <u>Contracts Manager</u>	
Address: <u>PO Box 701273</u>	Address: <u>600 Eagle Drive</u>	
	<u>Houston, TX 77270</u>	<u>Bensenville, IL 60106</u>
Signature: <u></u>	Signature: <u></u>	
Date: <u>September 1, 2022</u>	Date: <u>July 20, 2022</u>	

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Bensenville, State of Illinois

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input checked="" type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**

Contact Person:	<u>Reports: Themio Lies</u>	A/P: <u>Greg Swon</u>
Title:	<u>Contracts Manager</u>	<u>Accounting Manager</u>
Company:	<u>AmTab Manufacturing Corporation</u>	
Address:	<u>600 Eagle Drive</u>	
City:	<u>Bensenville</u>	State: <u>Illinois</u> Zip: <u>60106</u>
Phone:	<u>630-301-7600</u>	Email: <u>contractteam@amtab.com</u>

▪ **Purchase Orders**

Contact Person: Angela Selvaggi
Title: Senior Associate - Client Services
Company: AmTab Manufacturing Corporation
Address: 600 Eagle Drive
City: Bensenville State: IL Zip: 60106
Phone: 630-301-7600 Email: orderteam@amtab.com

▪ **Sales and Marketing**

Contact Person: Daniel Foot
Title: Manager - Education Partnerships
Company: AmTab Manufacturing Corporation
Address: 600 Eagle Drive
City: Bensenville State: Illinois Zip: 60106
Phone: 630-301-7600 Email: daniel.foot@amtab.com

◆ **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ **Company's official registered name.**
AmTab Manufacturing Corporation
 - ◆ **Brief history of your company, including the year it was established.**
See following pages
 - ◆ **Company's Dun & Bradstreet (D&B) number.**
0052-00076
 - ◆ **Company's organizational chart of those individuals that would be involved in the contract.**
See following pages
 - ◆ **Corporate office location.**
 - **List the number of sales and services offices for states being bid in solicitation.**
 - **List the names of key contacts at each with title, address, phone and e-mail address.**See following pages
 - ◆ **Define your standard terms of payment.**
Net 30 days
 - ◆ **Who is your competition in the marketplace?**
While our ability to offer customization is unmatched, our competition in the education space consists of: Sico, Palmer Hamilton & National Public Seating
-
- ◆ **What differentiates your company from competitors?**
See following pages
 - ◆ **Describe how your company will market this contract if awarded.**
See following pages
 - ◆ **Describe how you intend to introduce NCPA to your company.**
No introduction is necessary as we have an existing positive relationship with NCPA. Any NCPA personnel have a standing invitation to visit our facilities at any time.
 - ◆ **Describe your firm's capabilities and functionality of your on-line catalog / ordering website.**
See following pages
 - ◆ **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)** See following pages

- ◆ **Green Initiatives (if applicable)**
 - **As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**
See following pages
- ◆ **Anti-Discrimination Policy (if applicable)**
 - **Describe your organizations' anti-discrimination policy.**
See following pages
- ◆ **Vendor Certifications (if applicable)**
 - **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

AmTab Manufacturing Corporation is a minority owned business and engages a minimum of 30% minority owned businesses within its supply chain. Certification is attached as Exhibit A

Tab 4: Company History

AmTab was originally founded in 1958 as a privately-held, high-quality manufacturer of tables. In 2006, AmTab partnered with and was subsequently purchased by our current CEO, Doss Samikkannu as an S-Corporation. With his sons, Steve and Jason, AmTab has been creating industry-leading, modern, popular, and fun learning environments. They also expanded product offerings to include stage risers and music room furniture, lab and computer room furniture. Additionally, they have expanded to serve to include hospitality, healthcare and industrial markets. During 2019 and 2020, AmTab consolidated all operations to a 300,000+ square foot facility in Bensenville, Illinois to serve a nationwide customer base. We design, manufacture, and furnish all of our products at this location which allows us to provide the highest quality control standards and control the supply chain throughout the entire production process offering our customers high-quality and custom products.

Tab 4: Organizational Chart

General Manager

Steve Samikkannu

Accounting Manager

Greg Swon

Contracts Manager

Themio Lies

Manager – Education Partnerships

Brian Searby – Northeast

James Stoll – Southeast

Daniel Foot - Upper Midwest

Joseph Hanretty – Lower Midwest

Harrison Catalano – West

Timothy Halpin – California, Hawaii

Quote Team Lead

Joseph Damo

Order Team Lead

Angela Selvaggi

Customer Service Lead

Paul Benedetto

Tab 4: Corporate Office Location

Our corporate office and all personnel can be found at:

**AmTab Manufacturing Corporation
600 Eagle Drive
Bensenville, IL 60106
630-301-7600**

We design,, manufacture, and furnish all of our products at this location which allows us to provide the highest quality control standards and control the supply chain throughout the entire production process offering our customers high-quality and custom products. It is located just outside of Chicago and offers a central location to service a nationwide and Canadian customer base by providing:

- Extensive access to freight, rail and air carriers.
- Easy access to raw materials as our products are Made in the USA from domestically sourced raw materials.
- Strong communications between our design and production staff for both stock items and custom products.
- Flexibility for customers with unique needs.

Our key contacts are available at the address and phone above:

- | | |
|---|--|
| • Steve Samikkannu, General Manager, X-11, | steve.samikkannu@amtab.com |
| • Greg Swon, Accounting Manager, X-14, | greg.swon@amtab.com |
| • Themio Lies, Contracts Manger, X-117, | contractteam@amtab.com |
| • Brian Searby, Northeast Sales, X-54 | brian.searby@amtab.com |
| • James Stoll – Southeast Sales, X-55 | james.stoll@amtab.com |
| • Daniel Foot - Upper Midwest Sales, X-43 | daniel.foot@amtab.com |
| • Joseph Hanretty – Lower Midwest Sales, X-112 | joseph.hanretty@amtab.com |
| • Harrison Catalano – West Sales, X-102 | harrison.catalano@amtab.com |
| • Timothy Halpin – California, Hawaii Sales, X-72 | timothy.halpin@amtab.com |
| • Joseph Damo – Quote Team, X-20 | quoteteam@amtab.com |
| • Angela Selvaggi – Order Team, X-47 | orderteam@amtab.com |
| • Paul Benedetto – Customer Service, X-33 | paul.benedetto@amtab.com |

Tab 4: Company Differentiation

AmTab competitive strength comes from its adherence to its core values of:

- 1) Safety
- 2) Quality/Durability
- 3) Ease of Operation
- 4) Value for Investment

Additionally, AmTab products are 100% Made in the USA using domestically sourced raw materials. Over the last couple of years we have not had the shipping delays experienced by other companies which have difficulties in getting materials out of originating countries and large delays at US ports of entry.

AmTab is also able to produce customized products to fit the customer's needs using logos, graphics, signage, lettering and other décor features offering a complete and finished space.

Tab 4: Contract Marketing

Upon award of a contract, AmTab staff meets to discuss and clarify the terms and conditions of the contract so that all team members are well-versed on pricing, discounts and promotional activities that will be taking place. The sales team then meets with the authorized dealers for that contract to convey this information. Our greatest promotion is done through our authorized dealers who typically first meet the end user. Our dealer network is well-trained that works hand in hand with the Member to facilitate marketing and on-site, value add services.

AmTab promotes its products and services through multiple channels including but not limited to website, pamphlets, trade shows and word of mouth. We are currently launching a co-branding campaign with our contracting partners. A monthly promotional flyer with our contract partner's logo and ours features one segment of our offerings. Both our contract partners and AmTab are then able to distribute it to our mailing lists. This provides cooperative members and potential cooperative members with our products and our contract partners' cooperative.

Tab 4: Online Capabilities

Our website, www.amtab.com provides Members with a catalog of our products as well as specific product features and benefits, finished project photos and videos, available customization options and services (such as graphics design) which are available. At this time, customers are able to ask questions and request quotes through our website. Due to our customization options, they cannot place online orders as yet.

Tab 4: Customer Service

AmTab has a fully dedicated customer service team to support customer needs from product information to quotes to ordering to final delivery & any issues once installation is complete. We attribute much of our growth in the marketplace is due to our outstanding customer experience. Our customer service team is available via email, fax, or phone. Normal phone hours are Monday – Friday, 8AM – 5PM. Email is recommended outside of those hours.

Tab 4: Green Initiatives

AmTab is committed to being environmentally friendly, sustainable, and responsible. We love our planet and build products that are earth-friendly, taking into account the impact that our products have on the environment. Beyond following local, state and federal environmental standards, we strategically design our products for maximum sustainability.

By incorporating renewable, recycled, and recyclable materials with technology and design considerations, we address end-of-life management and recovery options for the materials that make up our products. AmTab uses raw materials from the Sustainable Forestry Initiative and Environmentally Preferable Products as certified by the Composite Panel Association. Our packaging materials are made from recycled products. AmTab products can withstand repeated use and handling and are MAS Green Certified as attached as Exhibit B.

Tab 4: Anti-Discrimination Policy

AmTab is committed to assuring equal employment opportunities without discrimination based on age, race, creed, color, national origin, gender, sexual orientation, disability, marital status, Vietnam Era Veteran status, genetic predisposition or carrier status. We are proud of our diverse workforce which engages with a diverse marketplace. Our Employment Policy Statement is attached as Exhibit C

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

See following pages

- ◆ Warranty
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:

- Ancillary Furniture Products
- Audio / Visual Furniture
- Auditoriums and Theaters
- Cafeteria
- Classroom / Educational / Dormitory
- Conference or Breakroom / Training
- Healthcare / Medical / Therapy Practices
- Highmark
- Lactation Rooms and Furniture Pods
- Library
- Lighting
- Lounge / Reception
- Office
- Outdoor
- Science Lab
- Seating / Chairs
- Tables / Meeting Conference Room
- Work Stations

See following pages

Tab 5: Warranty

AmTab offers an unlimited lifetime warranty on all operating jacks, weld joint, and Dyna-Rock Edges. For issues not previously mentioned, AmTab warrants products purchased to be free of defects in materials and workmanship for a period of fifteen (15) years from the date of shipment. After the fifteen (15) year period, AmTab then warrants full product support will be provided as described in Exhibit D: AmTab Warranty.

Our warranty is the most robust available in the industry. AmTab products contain the highest quality raw materials and construction features that exceed industry as well as ANSI and BIFMA standards such as high-pressure laminate on top and bottom of tables, 400 lb. weight capacity stools, largest stool seating size, and high-powered gas cylinder in tables making AmTab the premier destination for school furniture.

Life Expectancy Typical life expectancy of AmTab products under normal use is 15 years. As our operations are housed together in Bensenville, IL, replacement parts are readily available.

Shipping Damage Products are shipped FOB Destination. AmTab bears the risk of loss for damaged products during shipping except in the case of negligence by the Member or if the Member uses their own contracted carrier.

Installation AmTab uses a well-trained dealer network that works hand in hand with the Member to facilitate on-site services and marketing for our all products contained in the AmTab catalog. We partner closely with our dealers to provide total customer satisfaction. They are able to perform local measuring, installation, service work, and other functions on behalf of AmTab. They often perform or supervise our repair and/or installation work during the entire process (unpacking, field measuring, power locations, code compliance, etc. as we work very closely with them. AmTab will be responsible for code work and installation punchlists to be completed within 14 days of arrival. The installation is not complete until the customer is satisfied.

Returns Customers can address any issues regarding incorrect or defective products with our customer service team. In instances when a return is necessary, a return authorization number is issued to cover the ordered item(s). Returns are not accepted without prior authorization. Restocking fees can vary and are determined by the circumstances involved in the return

Tab 5: Furniture Categories

AmTab products are proudly designed and manufactured in the USA with domestic materials and labor. We are a leading innovator in the education market and are expanding into the hospitality and healthcare arenas.

Our success with our customers is often a result of a well-trained dealer network which works hand in hand with our customers to facilitate on-site services and marketing for all products contained in the AmTab Catalog. They are able to perform local measuring, installation, service work, and other functions on behalf of AmTab throughout the United States, much of Canada and other outlying areas. Our Authorized Dealer List for NCPA is attached as Exhibit E.

Our entire offerings are available to NCPA members at the same discounting as proposal-specific items. Our entire catalog may be viewed on: [Catalogs -- AmTab Manufacturing Corporation](#).

Specific to this proposal, AmTab is fully prepared to provide the following furniture categories:

Dining/Cafeteria Systems	Banquet Furniture
Classroom Furniture	Bistro Style Tables & Chairs
Seating/Chairs/Stools	Soft Seating
Computer & Technology Rooms	Meeting/Conference Rooms
Science Lab	Office Tables
STEM/Makerspace Room	Training/Seminar Rooms
Teacher's Desks	Physical Distancing Solutions
Music Rooms	Healthcare/Medical Tables
Portable Stages & Risers	Accommodation Furniture
Library Furniture	Ancillary Furniture Products
Media/Audio/Visual Furniture	E-Sports Furniture
Outdoor Furniture	

Tab 8 – Value Added Products and Services

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

AmTab Manufacturing Corporation provides a great deal of Value Added Services to our customers beginning with the design of our products. Our folding tables, for example, are easy to fold and put away without injury, pain-staking time expended, and without large amounts of required storage space. Safety and Ease of Use are two of our core values. Our team of furniture designers and engineers work to meet these values as well as Quality and Value for Investment.

Our interior design team is available to help our customers with space planning, furniture migration strategies, assistance with furniture selection and generating site drawings. A customer can walk away with a clear expectation of what their space will become and how many people it can accommodate.

Our graphic design team provides the customer to energize their space with decor and branding. With signage and school pride mascot motifs, schools have typically seen a 10% - 15% increase in student participation in breakfast and lunch programs.

It has traditionally been our customers who have encouraged us to enter additional learning environments such as STEM rooms, music and drama environments. We are only too happy to listen to their feedback and suggestions as our offerings have only expanded and improved.

Lastly, AmTab is committed to our customers and their satisfaction. We offer a large array of customization options for our customers. Whether it be the substrate used in our tables, colors and finishes available for leg options and casters, upholstery choices, the ability to make furniture that will accommodate ADA needs, or convenience issues like bag hooks and charging stations, our customers get what they need, want and like.

Tab 9 – Innovation

- ◆ **Please provide details of your most recent innovation and how it affected sales in the public sector.**
 - **New categories**
 - **New fabrics and finishes**
 - **New ergonomics**
 - **New safety features**
 - **New performance enhancement**
 - **Other**
- ◆ **Please outline your timeline for future innovation.**
 - **New categories**
 - **New fabrics and finishes**
 - **New ergonomics**
 - **New safety features**
 - **New performance enhancement**
 - **Other**

See following page

Tab 9: Innovation

AmTab strives to continually improve and innovate within the marketplace so that we can better meet ever-changing environments and the needs of our customers. Our expansion into Signage, Environmental Branding and Décor has been by far the most impactful innovation for our company within the last few years. This business unit allows the customer to create a complete environment as opposed to only replacing furniture. The sales results in this category have grown dramatically and schools have seen a 10%-15% increase in school meal participation. This has been a true success story for buyer, seller and user as schools see the level of student engagement increase.

We also have added to our array of customizable features, many at the suggestion of our customers. Options such as Charging stations and wire management systems have enhanced our computer and technology table offerings. Chemical resistant (various varieties) tabletop options have had favorable results with our science lab and healthcare business units. These are small, yet significant options that maintain our products at the top of industry standards.

Half-circle booths have also been a recent development which have enhanced both the cafeteria and the hospitality/restaurant categories. As with signage, half-circle booths have contributed to creating stylish and engaging dining environments.

Our customers are the drivers of future innovations. While AmTab has recently made a modest presentation in the E-Sports marketplace, it is expected to be a growth area with expansion of products in this category over the next couple of years.

Our buyers and furniture designers are constantly on the lookout for new finishes and features in the marketplace. We will continue to keep upholstery products and laminate finishes in colors which fit with styling trends. Additionally, features such as adjustable height legs, baghooks and ADA accommodation options will continue to be added to our upgrades array. As the marketplace evolves, AmTab will continue to offer solutions to our customer's needs.

Tab 10 – Required Documents

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

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

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

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

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

Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Offeror: AmTab Manufacturing Corporation

Address: 600 Eagle Drive

City, State, Zip: Bensenville, IL 60106

Authorized Signature: 

Date: July 20, 2022

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	AmTab Manufacturing Corporation
Print Name	Themio Lies
Address	600 Eagle Drive
City, State, Zip	Bensenville, IL 60106
Authorized signature	
Date	July 20, 2022

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature



Date

July 20, 2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	AmTab Manufacturing Corporation
Address	600 Eagle Drive
City/State/Zip	Bensenville, IL 60106
Telephone No.	630-301-7600
Fax No.	630-896-7945
Email address	contractteam@amtab.com
Printed name	Themio Lies
Position with company	Contracts Manager
Authorized signature	

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State%20and%20Territories.shtml)

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



THIS CERTIFIES THAT

AmTab Manufacturing Corporation

* Nationally certified by the: **CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s) : 33712Z

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

01/31/2022

Issued Date

CH08955

Certificate Number

**Ying McGuire
NMSDC CEO and President**

J. Vincent Williams / CEO

01/31/2023

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

EXHIBIT A

MAS Certified Green® Certificate of Compliance

Low-Emitting Materials



Awarded to: **AMTAB MANUFACTURING CORP. OF BENSENVILLE, IL**

600 EAGLE DRIVE; ZIP CODE: 60106

Category: Educational Furniture - Seating
Cert. Scheme: VOC Emissions

Accredited Standards & Test Methods: ANSI/BIFMA e3-2019 Sections 7.6.1, 7.6.2, 7.6.3
California Dept. of Public Health Standard Method v1.2
classroom furniture
classroom furniture

52

*Conforms With Criteria of MAS Certified Green® Program
LEED v4.1 ID+C, BD+C
CHPS 2019 Core Criteria 3.0 EQ C6.1.4
low-emitting materials
low-emitting materials
classroom pupil seating

Certified Products: Seating Products:
*Café Stools**, Seating Concepts, Soft Seating.*

** Product tested as representative exemplar for products listed above.

Test Date: October 13, 2021 Report No.: 2100705 Certificate No.: MAS2100705-03



Testing Cert. # 2925.01
Product Cert. # 2925.02

Product Certifier, MAS Certified Green CT

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

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

Valid: September 2021 to September 2022

EXHIBIT B

MAS Certified Green® Certificate of Compliance

Low-Emitting Materials



Awarded to: **AMTAB MANUFACTURING CORP. OF BENSENVILLE, IL**

600 EAGLE DRIVE; ZIP CODE: 60106

Category: Educational Furniture - Tables
Cert. Scheme: VOC Emissions

Accredited Standards & Test Methods: ANSI/BIFMA e3-2019 Sections 7.6.1, 7.6.2, 7.6.3
California Dept. of Public Health Standard Method v1.2
classroom furniture
classroom furniture

*Conforms With **53** Criteria of MAS Certified Green® Program
LEED v4.1 ID+C, BD+C
CHPS 2019 Core Criteria 3.0 EQ C6.1.4
low-emitting materials
low-emitting materials
classroom furniture

Certified Products: Plywood Core Products: Activity Tables**, Café and Pedestal Tables, Folding Tables and Benches, Mobile Tables and Benches, Plywood Core Tables, Stages & Risers, Training and Seminar Tables.

** Product tested as representative exemplar for products listed above.

Test Date: October 13, 2021 Report No.: 2100705 Certificate No.: MAS2100705-02



Valid: September 2021 to September 2022

Product Certifier, MAS Certified Green CT

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

MAS Certified Green® Certificate of Compliance

Low-Emitting Materials



Awarded to: **AMTAB MANUFACTURING CORP. OF BENSENVILLE, IL**

600 EAGLE DRIVE; ZIP CODE: 60106

Category: Educational Furniture - Tables
Cert. Scheme: VOC Emissions

Accredited Standards & Test Methods: ANSI/BIFMA e3-2019 Sections 7.6.1, 7.6.2, 7.6.3
California Dept. of Public Health Standard Method v1.2
classroom furniture
classroom furniture

*Conforms With Criteria of MAS Certified Green® Program
LEED v4.1 ID+C, BD+C
CHPS 2019 Core Criteria 3.0 EQ C6.1.4
low-emitting materials
low-emitting materials
classroom furniture

Certified Products: Mobile Tables and All-Purpose Products
(see page 2 for list of certified products)

Test Date: October 13, 2021 Report No.: 2100705 Certificate No.: MAS2100705-01



Testing Cert. # 2925.01
Product Cert. # 2925.02

Valid: September 2021 to September 2022

Product Certifier, MAS Certified Green CT

Laboratory Testing by **Materials Analytical Services, LLC** - ISO/IEC 17025:2017
3rd Party Product Certification by **MAS Certified Green®** - ISO/IEC 17065:2012
*outside of A2LA accreditation scope

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MAS Certified Green® Certificate of Compliance Low-Emitting Materials



Awarded to: **AMTAB MANUFACTURING CORP. OF BENSENVILLE, IL**

600 EAGLE DRIVE; ZIP CODE: 60106

Certified Products:

Mobile Tables and All-Purpose Products

Activity Tables	Café and Pedestal Tables
Computer & Technology Tables	Condiment Cabinets
Conference and Classroom Tables	Dynalite ABS Tables
Folding and Seminar Tables	Mobile Booth Systems
Mobile Tables and Benches	Partitions
Science Lab Tables	Training and Seminar Tables**
Utility and Art Tables	Waste and Recycling Receptacles
Wheelchair Accessible Tables	Whiteboard Tables

** Product tested as representative exemplar for products listed above.

Test Date: October 13, 2021 Report No.: 2100705 Certificate No.: MAS2100705-01



Testing Cert. # 2925.01
Product Cert. # 2925.02

Product Certifier, MAS Certified Green CT

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

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

Valid: September 2021 to September 2022

Affirmative Action/Equal Employment Opportunity Policy Statement



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

AmTab® Manufacturing is committed to assuring equal employment opportunity and equal access to services, programs and activities for individuals with disabilities. It is the policy of the AmTab® Manufacturing to provide reasonable

accommodation to a qualified individual with a disability to enable such individual to perform the essential functions of the position for which he/she is applying or in which he/she is employed. Further, it is the policy of AmTab® Manufacturing to provide reasonable accommodation for religious observers.

The policy applies to all employment practices and actions. It includes, but is not limited to, recruitment, job application process, examination and testing, hiring, training, disciplinary actions, rate of pay or other compensation, advancement, classification, transfer, reassignment

and promotions. AmTab® Manufacturing designated person for issues concerning Affirmative Action/Equal Employment Opportunity is AmTab® Manufacturing, 600 Eagle Drive • Bensenville, IL 60106 • (Office) 630 301-7600 • 800 878-2257 • www.amtab.com



Warranty Statement:



**LIFETIME – LIMITED LIFETIME
WARRANTY**

UNLIMITED LIFETIME WARRANTY FOR THE FIRST 15 YEARS

AmTab® warrants products purchased here-under to be free of defects in materials and workmanship for a period of fifteen (15) years from the date of shipment.

LIMITED LIFETIME WARRANTY AFTER THE FIRST 15 YEARS

AmTab® will provide full product support.

UNLIMITED LIFETIME WARRANTY

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EXHIBIT F



Project Name: Hofius Intermediate School

Project Location: Spring, Texas

Project type: Middle School / JR High

Category: Small / Special Project

Submitted by: AmTab Manufacturing Corporation



Executive Summary

AmTab Manufacturing Corporation was tasked with the challenge to create a dynamic and multi-functional area out of a blanket room that had no purpose, definition, or flow being that it was new construction. AmTab was provided a budget of Two Hundred Thousand Dollars (\$200,000.00) to create a masterpiece at Hofius Intermediate School in Spring, Texas. The dynamic, popular, modern and fun area AmTab Manufacturing created was not just a dining commons rather it served as a flex space that was composed of multifunctional seating, a balcony, a study area, and a stage. This project created ceaseless opportunities of usage for Hofius Intermediate School including but not limited to a wrestling room, a waiting zone for students boarding buses, meetings, and classes.

AmTab Manufacturing Corporation created this detail oriented flex dining commons space from the floor up to the ceilings. The space was transformed into an area where students, staff, parents, as well as community members could gather to form relationships, facilitate business, as well as show their school pride. As a result of the planning, designing, and furnishing participation numbers in breakfast and lunch programs increased by over 20%.

Scope of Work and Budget

1. Problem Statement

The problem with this current school was creating a high-performance K-12 Dining Commons environment that could be used as a multifunctional area that would not only meet the needs of the students but the needs of the faculty and staff, board members, and community. Since this project was new construction we had to work side-by-side with different parties including schoolboard members, superintendents, union members, and dealers to find a solution to create this modernized food court. Being that there were so many needs and demands with this project and the budget was Two Hundred Thousand Dollars (\$200,000) AmTab had to be very cognizant of every little detail as we knew we could not go outside of this budget as this would result in hurting the schools' resources.

2. Goals of the Agreement

The goals of this project was to create a state-of-the-art K-12 Dining Commons environment for the students, faculty and staff, and occasionally the community to enjoy. This world class and modern Dining Commons would also be used for a wide variety of activities during the average school day. This space would be used by educators as a flex space, wrestling practice area, meeting center, flexible lecture hall, as well as a waiting area for students to take buses after school.

3. Deliverables

Our design team as well as our partnership team traveled down to Hofius Intermediate in order to take precise measurements and to meet with school officials to make sure their customized needs and goals were met. Our team provided a variety of world-class furniture options to meet the dynamic usages of this space. We also created customized wall graphics and décor to help inspire students, spark conversations, and improve school pride.

School & Community Engagement

Describe the Community:

The community of Hofius Intermediate School is in the heart of Spring, Texas. Hofius is the 16th biggest school district in the state of Texas and has approximately one thousand (1,000) students. Hofius is based off of five (5) core principals those being; honesty, ambition, willingness, kindness, and soaring. Hofius is an honorable school who prides themselves on being able to be the most efficient for students, faculty and staff, as well as make the brightest impact on the community. The town of Spring, Texas is a relatively small town with a population of fifty-four thousand (54,000). The town itself is a tight-knit community that promotes community engagement and positive interaction.

Identify the stakeholders:

The stakeholders of this school would include everyone that is invested in the welfare and overall success which would include: the students, teachers, school board members, parents, and the community as a whole.

Name the challenges:

The challenges this educational institution faced was creating a state-of-the-art K-12 Dining Commons environment that also doubled as a multipurpose room. This space would be used for several different functions daily by students, staff, school board members, etc. This space was in line with their budget of Two Hundred Thousand Dollars (\$200,000.00).

Describe available assets:

The available assets from the school here were non-existent due to this project being an empty space and new construction. AmTab Manufacturing provided intangible assets in the sense of communication, planning, and commitment. AmTab also provided physical assets in regards to the equipment that was provided including but not limited to; Mobile Round Tables, Mobile Folding Booths, Mobile Stool Table, and Wave and Café Tables. AmTab also provided interior design and graphics to create an inspiring educational atmosphere.

Describe value of process and project to community at large:

The value to the community at large is a new, innovative, and modern space in this brand new school that students, faculty, and occasionally the outside community will be able to enjoy. A space that that is not only modern but efficient and flexible. The brand new space is used throughout the day in multiple different settings. This room while created to be first and foremost a modern cafeteria turned into a high functioning and dynamic space used in a variety of ways besides feeding the student population.

Education Environment

Explain the educational vision and goals of the school:

The educational vision and goal of the school was to create a modern cafeteria that would be able to feed the entire school body for breakfast and lunch programs. Not only was this space created to provide an area where students can grow nutritionally, but it was created with the end goal of the students to develop school pride, be able to grow with their peers, and ultimately grow in

participation. The vision was to create a space where everyone had a space to be included. While school participation is at the top of the list, the educational vision was also to create something different, efficient, and modern. A space that was once intended for a sole purpose has opened ceaseless doors for educational opportunities and growth.

Describe & illustrate how the environment supports the curriculum:

The curriculum at the school focuses on adaptive, interactive, dynamic, modern, and engaging learning. This particular schools prides themselves on five (5) pillars; honesty, ambition, willingness, kindness, and soaring. With the flexibility in space that AmTab created the school is now able to provide a diverse and unique educational environment where students are excited to learn and branch out from the typical classroom and into an engaging, modern, and fun environment to learn.

Describe & illustrate how the environment supports a variety of learning & teaching styles:

The environment is able to support a variety of different learning and teaching styles due to the placement and practicality of the products. There is a multitude of different product ranging from mobile wave tables, mobile folding booth, mobile round tables, and café tables. The variety of different seating arrangements help create a unique learning environment that would not be received in your traditional classroom. The seating, layout, and tables enable the student body and faculty to be able to gather in small or large groups rather it be standing or sitting.



Describe & illustrate how the environment is adaptable and flexible:

AmTab's furniture at Hofius Intermediate is completely mobile. Being that the products are 100% mobile it allows assembling and disassembling to become a very seamless process. The seamless process is also backed by AmTab's dedication to safety being that our products are designed with auto locks, wheel locks, as well as intermediate position locks for effective cleaning.

The furniture here can be moved to accommodate flex space classroom set-up, wrestling practice after hours, and be readily moved to adapt to any extracurricular activities and meetings that take place in this space.



Physical Environment

Describe & illustrate the physical attributes of the environment:

The physical attributes of the room consist of different key elements that include: a stage, a balcony, study areas, restrooms, bay windows, a complimenting color scheme, and customized wall décor and logos.



Describe & illustrate how the facility fits within the larger context of the community:

Spring, Texas has the best interest in their community and wants to provide the best for young students. This marvelous space fits in perfectly with the community and their goal of inspiring early learners. This design allows children to see that although the room functions as the dining commons it has ceaseless functionality and promotes inclusion for every student rather introverted or extroverted. This space acts as study room, meeting area, conference area, and a waiting area for school bus pick up. It also is an elegant, high-functioning space that the community can use for parent teacher conferences and other community events due to the lectern, the projector, and the extensive seating options

Results of the Process & Project

Explain how the project achieves educational goals and objectives:

This project was initially created in order to act as a high-functioning, state-of-the-art food court equipped with dynamic products. The results at Hofius from an educational standpoint are:

1. This food court can now act as a flex space and can be used by educators throughout the school to have class, hold meetings, facilitate wrestling practices, study groups, and a safe place for student inclusion and socialization
2. Extracurricular activities can now take place here.
3. The new graphics design and furniture helps inspire students with an innovative learning environment one that allows them to see the world of education in a modern and colorful light



Explain how the project achieves school district goals:

AmTab achieved the school district goals due to the fact we were able to create an innovative learning environment as well as dynamic and new K-12 food court all rolled into one while adhering to their budget. The project exceeded the expectations of the school district because revenue has increased due to student participation in this modern, fun, and popular space.



Explain how the project achieves community goals:

The community was looking for a dynamic space that could be used throughout the school for the students. The community wants the best for the population and this proud community wanted all aspects of the school to reflect the best quality as far as design and usage is concerned. The community received a beautiful food court that acts as a multipurpose room that caters to wrestling practice, an innovative learning environment, and much more. In addition, the project prompts students to want to be in an educational environment and know that they can enjoy themselves while learning. This project will also increase the value of the community because it is a modernized school with practical functionality that will draw positive attention to the area increasing the market value of not only the school but the general community and housing.