



Region 14 ESC / NCPA RFP # 24-22 for Furniture

Tab 1

Contents:

- AIS Pricing Exceptions Letter
- Master Agreement / Signature Form



July 19, 2022

Region 14 ESC
1850 TX-351
Abilene, TX 79601

Subject: Region 14 ESC / NCPA RFP #24-22 Tab 1 Exceptions

To Whom It May Concern,

Along with fellow furniture manufacturers and many industries across the country, AIS continues to experience significant cost increases in all aspects of operations. We have worked hard to minimize the impact of the elevated cost of materials, labor, and transportation to our customers.

With ongoing market volatility, no reliable predictions as to when these conditions will ease, and recent fuel and commodity price hikes, our costs have increased in substantial and unexpected ways. For these reasons AIS takes the following exceptions to Tab 1 – Master Agreement General Terms and Conditions Pricing section.

Pricing

- **Freight:**
 - Due to increased freight and fuel costs, all orders excluding seating under \$17,500 list will incur a 15% of product net freight charge. This freight charge will show as a separate line item on applicable quotes. Freight charges do not apply to seating.
 - Freight charges outside the continental U.S. or lower Canada may require additional freight costs. Outbound freight to a freight forwarder including but not limited to Alaska and Hawaii, will be quoted on a project basis.
- **Surcharge:** Effective 08/15/2022, AIS is implementing a 1% logistics surcharge on our list pricing. This list price surcharge is not subject to discounting. This surcharge will show as a separate line item on all quotes.
- **Small Order Fee:** On our Divi Fast Track quick ship program, any orders with product totaling less than \$6,000 net will have a small order charge of \$100 per order.

AIS will continue to monitor economic conditions, and the specific factors affecting costs associated with the manufacture and delivery of AIS products, with the goal of reducing or removing these charges as soon as possible.

Our team considers a variety of factors and reviews data from multiple sources, including an internal financial analysis. To view one such source, a cost index, that we utilize to closely monitor market conditions, please see attached.

If you have any questions, let us know.

Respectfully,

Doug Bowen
Senior Vice President
978.562.7500
dbowen@ais-inc.com

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. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

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

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

◆ Past Performance

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

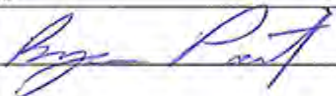
Evaluation Criteria

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Affordable Interior Systems, Inc. (AIS)
Address	25 Tucker Drive
City/State/Zip	Leominster, MA 01453
Telephone No.	978.562.7500
Fax No.	978.562.0811
Email address	bpoist@ais-inc.com
Printed name	Bryan Poist
Position with company	CFO
Authorized signature	



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Tab 2

Contents:

- AIS NCPA Administrative Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Affordable Interior Systems, Inc. (AIS) ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-74, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Furniture;

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

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

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

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

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

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

♦ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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


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

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

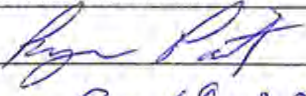
◆ General Provisions

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: September 1, 2022

Vendor: Affordable Interior Systems, Inc. (AIS)

Name: Bryan Poist
Title: CFO
Address: 25 Tucker Drive
Leominster, MA 01453
Signature: 
Date: 7-18-22



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Tab 3

Contents:

- AIS Vendor Questionnaire
- Contract Annual Sales Volume
- Contract Pricing Pages

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)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- 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 Leominster,
State of MA

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐ A publically held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

☐ Manufacturer Direct

☐ Certified education/government reseller

☒ Authorized Distributor

☒ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Bryan Poist

Title: CFO

Company: Affordable Interior Systems, Inc. (AIS)

Address: 25 Tucker Drive

City: Leominster State: MA Zip: 01453

Phone: 978.562.7500 Email: contractreporting@ais-inc.com

- Purchase Orders

Contact Person: Dawn McCarthy
Title: Director of Customer Service
Company: Affordable Interior Systems, Inc. (AIS)
Address: 25 Tucker Drive
City: Leominster State: MA Zip: 01453
Phone: 978.562.7500 Email: orderentry@ais-inc.com

- Sales and Marketing

Contact Person: Wendy Gricius
Title: Vice President - Central and Cooperative Contracts
Company: Affordable Interior Systems, Inc. (AIS)
Address: 25 Tucker Drive
City: Leominster State: MA Zip: 01453
Phone: 978.562.7500 Email: wgricius@ais-inc.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



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Tab 4

Contents:

- AIS Vendor Profile
- AIS Sales Tax Exemption/Resale Certificates

Tab 4 – Vendor Profile

Please provide the following information about your company:

Company's official registered name.

Affordable Interior Systems, Inc.

Brief history of your company, including the year it was established.

A Story of Innovation.

In 1989 founders, Arthur Maxwell and Bruce Platzman started AIS by procuring and installing used furniture. AIS grew quickly in the early 90s to be a scalable company that embarked into manufacturing. We believe that good ideas will get you everywhere. In less than 30 years, we've evolved from a start-up based on the simple intent to adopt lean manufacturing to becoming one of the most highly regarded names in the industry. AIS has earned acclaim for product design, ground-breaking manufacturing, and unparalleled sustainability across the industry and within our local as well as regional communities. And our deep roots in New England are a great source of pride for us.

Tremendous growth and recognition.

AIS set out to disrupt the industry through true innovation and sustainability—a vision that has consistently paid off for our company and our customers. The talented, enthusiastic AIS team has virtually reinvented product development and manufacturing processes, helping us grow far faster than industry benchmarks and earning OFDA Manufacturer of the Year 11 times since 2008. Today, with sales teams across North America and over 800 employees at our 600,000-square-foot factory and headquarters, we've risen to annual sales of more than \$200 million. One thing, however, will never change—our commitment to superior products with industry-beating lead times and attractive prices.



More than providers. True partners.

Through a robust network of expert dealers, our employees drive to continually break new ground with inventive products and processes, and unwavering dedication to our customers and community. AIS has established itself as a partner of choice—whether furnishing a start-up space or fulfilling a new vision for a Fortune 500® firm.



AIS strong dealer network across North America

Sustainable from the start.

Since the beginning, AIS has led the way in sustainability—making social responsibility and our environment a top priority. Our visionary team recognized early on that efficient manufacturing is naturally more sustainable, requiring fewer resources and less energy. We've invested in alternative energy and moved toward carbon neutrality. And as a privately held firm, AIS has greater freedom to explore innovative processes and equipment, as well as ways to eliminate wasted time, steps, inventory and resources, as we strive to inspire a greener industry overall.

Today, all AIS products are SCS Indoor Advantage™ Gold certified for air quality, and AIS systems contain at least 40% recycled materials. What's more, we've achieved BIFMA e3 level® certification on our products, and more than 50% of the power used in our state-of-the-art facility is returned to the grid through our rooftop solar panels.

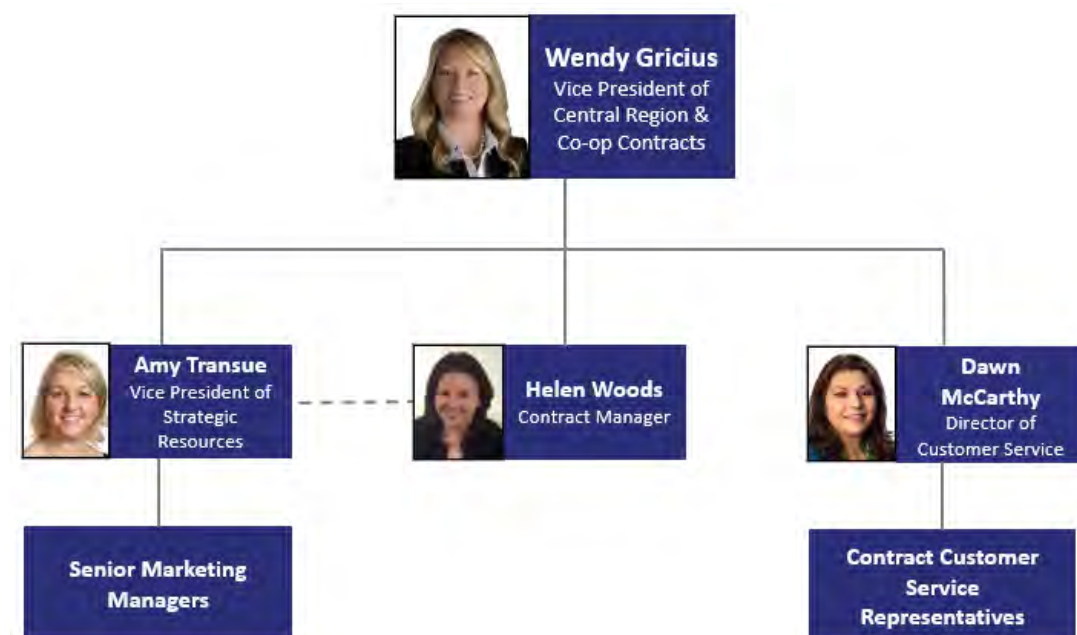
From the talent we hire to the way we design, manufacture and distribute our products, AIS has always thought differently.

[Corporate video link - click here to view](#)

Company's Dun & Bradstreet (D&B) number.

AIS's DUNS # is 62-606-0222.

Company's organizational chart of those individuals that would be involved in the contract.



AIS NCPA organizational chart

Corporate office location.

AIS's corporate headquarters is located at 25 Tucker Drive, Leominster, MA 01453.



AIS headquarters entrance

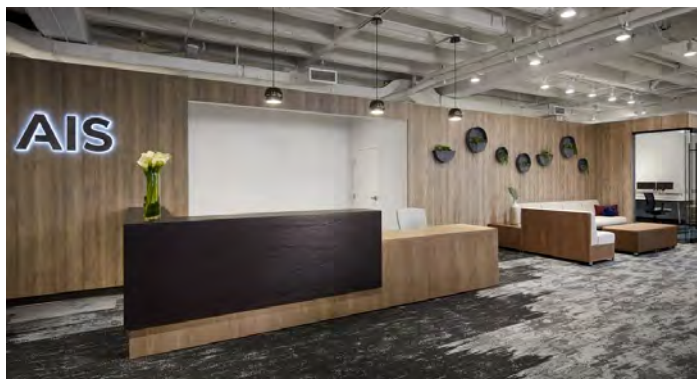


AIS headquarters lobby

- List the number of sales and services offices for states being bid in solicitation.

AIS has permanent showrooms at its Leominster headquarters (shown above) and in Chicago, New York City and Washington, D.C. With locations across the U.S., AIS has more than 800 employees and over 1 million square feet of office, showroom and factory space.

AIS Chicago Showroom:



AIS Chicago showroom reception

Merchandise Mart
Suite 1086
Chicago, IL 60654

On the 10th floor of the Merchandise Mart in Chicago you'll find our 7000+ sf showroom where visitors are welcome daily.

[Chicago Showroom Tour](#)
[Chicago Showroom Images](#)

AIS New York Showroom:



AIS New York showroom reception

257 Park Avenue South
3rd Floor
New York, NY 10010

This showroom houses our New York sales team and welcomes visitors daily.

[New York Showroom Images](#)

AIS Washington D.C. Showroom:



AIS DC showroom reception

1501 M Street NW
Suite 230
Washington, DC 20005

AIS moved into this location in March 2022.

[Washington D.C. Showroom Tour](#)

[Washington D.C. Showroom Images](#)

In addition to AIS showrooms, we have over 1000 dealers across the United States that can service the NCPA contract. Our authorized dealer list has been included in our response.

- List the names of key contacts at each with title, address, phone and e-mail address.

AIS showroom key contacts are listed below.

Chicago:



Anastasia Stanger
A/D Rep / Showroom Manager & Designer
Merchandise Mart
Suite 1086
Chicago, IL 60654
Phone: 202.216.0200
Email: chicagoshowroom@ais-inc.com

[Chicago Showroom Images](#)
[Chicago Showroom Tour](#)

New York:



Carol Weiss
NY Showroom Manager & Designer
257 Park Avenue South
3rd Floor
New York, NY 10010
Phone: 212.253.1200
Email: nycshowroom@ais-inc.com

[New York Showroom Images](#)

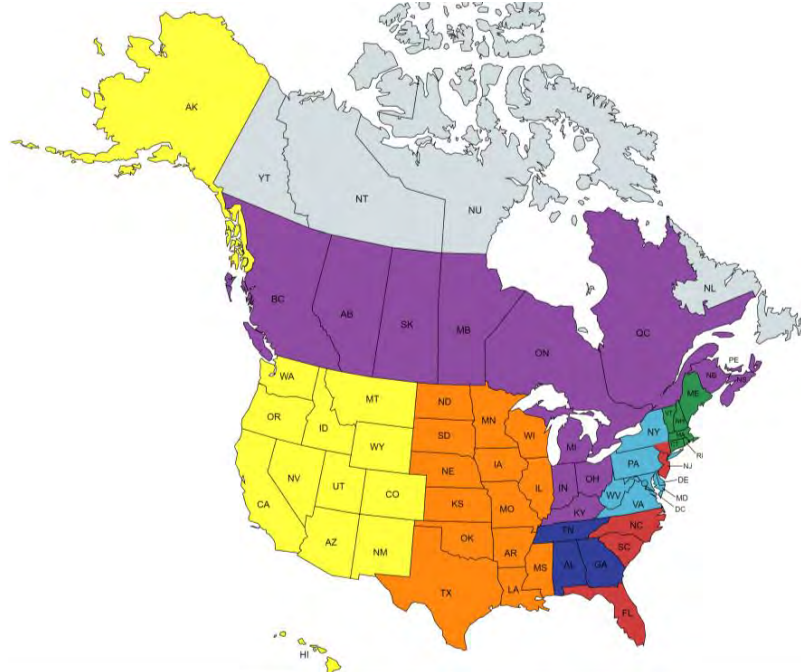
Washington D.C.:



Kelsey Loock
Showroom Manager & Designer
1501 M Street NW
Suite 230
Washington, DC 20005
Phone: 202.216.0200
Email: dcshowroom@ais-inc.com

[Washington D.C. Showroom Tour](#)
[Washington D.C. Showroom Images](#)

AIS regional vice president contacts are listed below along with a color-coded map that corresponds with territories covered.



AIS VP territory map

Color Code	Point of Contact		Title	Phone	Email
		Brian Gerdes	Vice President, West	978.562.7500	bgerdes@ais-inc.com
		Wendy Gricius	Vice President, Central	978.562.7500	wgricius@ais-inc.com
		Todd Hartman	Vice President, Canada & Mid-States	978.562.7500	thartman@ais-inc.com
		Doug Bowen	Senior Vice President & VP AL, GA & TN	978.562.7500	dbowen@ais-inc.com
		Ben Maxwell	Senior Vice President & VP for FL, SC, NC, NJ & NYC	978.562.7500	bmaxwell@ais-inc.com
		Mark Facciani	Vice President, Mid-Atlantic	978.562.7500	mfacciani@ais-inc.com
		Courtney Platzman	Vice President, New England	978.562.7500	cplatz@ais-inc.com



Define your standard terms of payment.

AIS's standard payment terms are Net 30.

Who is your competition in the marketplace?

Global Furniture Group, HON, Kimball, National Office Furniture and SitOnIt are our main mid-market competitors.

What differentiates your company from competitors?

AIS is known in the marketplace for being an innovator that leads the industry in sustainable, lean manufacturing, lead-time performance and manufacturing flexibility. For over 20 years, federal and state governments have chosen AIS to meet their office furniture needs—and we've been honored to answer the call.

In 2001, right after 9/11, AIS was the chosen office furniture provider for the Pentagon. We delivered faster than any manufacturer could, resulting in this letter of appreciation.



DEPARTMENT OF THE NAVY
OFFICE OF THE UNDER SECRETARY
1000 NAVY PENTAGON
WASHINGTON, D.C. 20350-1000

1000
Ser FSSD/54
June 24, 2002

Affordable Interior Systems
4 Bonazzoli Avenue
Hudson, MA 01749
Attn: Mr. Ben Maxwell

SubJ: LETTER OF APPRECIATION

Dear Mr. Maxwell:

We extend our appreciation to Affordable Interior Systems (AIS) for outstanding service to the U. S. Navy in providing systems furniture and related services in our recovery from the attack on the Pentagon on September 11, 2001.

AIS supplied the systems furniture for a number of Navy and Marine Corps units at the Pentagon. Furniture and space planning requirements were borne out of emergency circumstances necessitating quick response. AIS performed exceptionally in all aspects of the work - planning, customer liaison, design, equipment delivery/material handling coordination, installation and post installation adjustments.

Spaces for displaced military were outfitted quickly and efficiently. The success of this effort was largely due to the dedication, skill and resourcefulness of your agents, Joe Combs and Roger Valentine and their staff at JMC. They earned our highest respect and have gone the extra mile to see that the Navy's requirements were met on time. They were particularly helpful in accomplishing computer based (CAD) layouts quickly, usually in a matter of hours.

We note that your company responded well to your agent requests for quick shipment on a number of occasions facilitating an aggressive move-in schedule. The quality of the modular furniture is very good and appears to be competitively priced. We are most pleased with the end result - Sailors and Marines back to work in spaces properly outfitted with the requisite equipment. Please pass on our thanks to your professional staff at AIS and JMC. Well done!

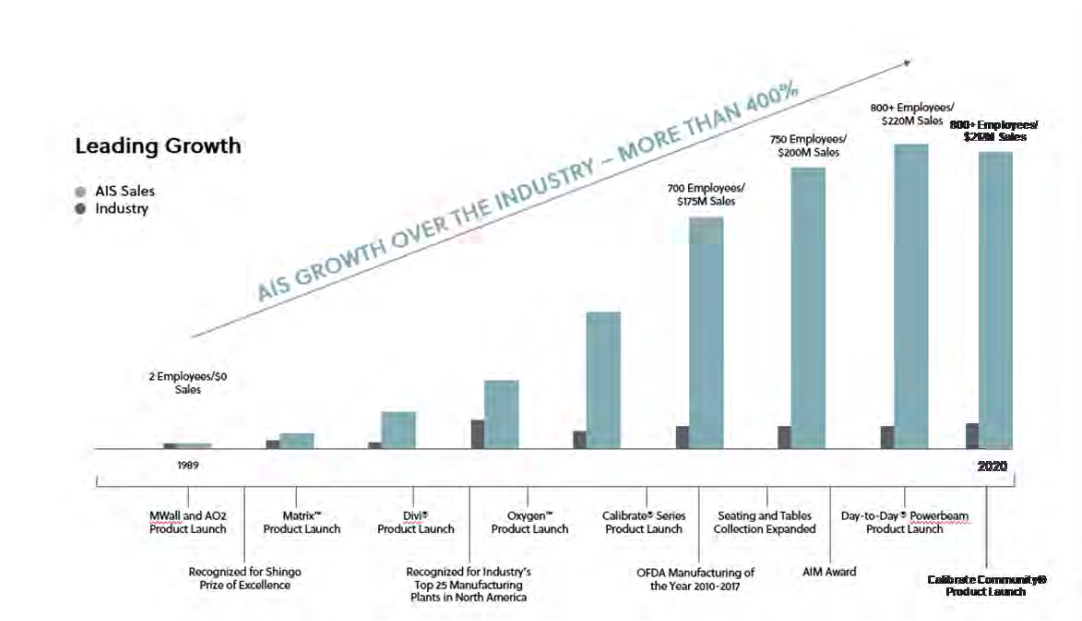
A handwritten signature in black ink, reading "D. C. Black", is positioned above the typed name.

D. C. BLACK
Commander, U. S. Navy
Deputy Director, FSSD, AAUSN

Letter of Appreciation

The many advantages that differentiate AIS from its competitors include:

1. Our growth. AIS has outpaced the industry by more than 400%. Our growth is remarkable every year and our teams are committed to our customers every day.



AIS leading growth chart

2. A dealer network of over 1000 dealers across the United States and other countries. Our authorized dealer list is included in our response.



AIS strong dealer network across North America

3. A low maximum order limit (MOL) allowing increased opportunity for extending deeper discounting.

4. Shingo Prize winner for lean manufacturing. The Shingo Prize for Operational Excellence was established in 1988 to promote awareness of lean manufacturing concepts and recognize companies in the United States, Canada, and Mexico that achieve world-class manufacturing. The Shingo Prize philosophy is that world-class business performance may be achieved through focused improvements in core manufacturing and business processes. AIS is a proud recipient of the Shingo Prize and continues to uphold the highest manufacturing standards.



5. The AIS design philosophy recognizes that the greatest environmental impact can be made at the concept stage, as we select materials and construction methods. We continually challenge ourselves and, as a result, our products all contain at least 40% recycled materials and are manufactured in a facility where most of the energy is returned to the grid through rooftop solar panels.



Over 10,000 solar panels on roof of HQ in Leominster, MA.

Investments in emerging manufacturing technologies, alternative energy and carbon offsetting have helped bring our carbon footprint to almost zero.

Our partnership with ANEW helps ensure our used furniture has new life at nonprofits and public agencies. And, since our products are designed for easy disassembly and recycling, they will minimize environmental impact at the end of their useful lives. Sustainability is not a single, discrete initiative. It's been woven through everything AIS has done since we opened our doors. Sustainability is not a single, discrete initiative. It's been woven through everything AIS has done since we opened our doors. Video link below to learn more.



[PIMCO/ANEW Project Video](#)

6. No third-party design houses. All products are designed in-house by a small, dedicated team.
7. Ability to reconfigure existing product by using updated products and universal parts. AIS products are easily reconfigurable and can effortlessly incorporate new product additions. This saves time and money on purchasing agencies by not

having to purchase completely new office furniture.

8. Few layers of management. We accomplish action items faster and can implement change quickly.
9. No job is too small. Whether a two-person firm or a global enterprise, AIS and our broad dealer network are ready to help create work environments that best support people and their unique needs.
10. Specification department to facilitate multiple design needs including, but not limited to design checks, specification support, rendering services and mock-up/showroom reviews.
11. Project managers and field service managers available on call to assist with installations.

Describe how your company will market this contract if awarded.

AIS will be very aggressive in our efforts to market the NCPA award across the country. There are many channels we will employ to get the word out to all business entities in promoting the NCPA contract across the country. AIS will leverage previous NCPA contract case studies with members and dealers. AIS existing NCPA contract case studies can be viewed [here](#).

Because AIS has such a vast dealer network across the country, it provides AIS a big advantage in marketing contracts such as NCPA. Our over 1000 dealers (with an average five (5) sales reps per dealer allows for over 4,000 sales representatives nationwide) will all have boots on the ground in their marketplace actively promoting this contract to their client base.

Following AIS's standard program launch plan, the executive leadership team will define the messaging document and position statement for stakeholders, internal and external audiences. The positioning document will include the overview of the NCPA contract and how AIS can provide workspace solutions for its members.

The AIS marketing and contract team will create a program email announcement, social media posts, program brochure, internal and external training presentation to share with AIS team members, dealers and NCPA members. Upon approval from the NCPA team, these communications and materials will be released publicly. These materials will be completed within 90 days of contract award.

The AIS marketing team will work with our creative partners and graphic design team to create advertising in appropriate trade publications, dealer network communications and social media connections.

AIS will continue to update NCPA marketing materials with client install photos, project overviews and testimonials. AIS existing NCPA contract case studies can be viewed [here](#).

We will reach out to AIS dealers and NCPA member contacts with new product and program introductions through email blasts, newsletters and social media channels.

The NCPA member marketing materials will be hosted on our website under the resources tab along with a link to the NCPA website.

Describe how you intend to introduce NCPA to your company.

Following AIS's standard program launch plan, the executive leadership team will immediately define the messaging document and position statement for both internal stakeholders and internal and external audiences. The positioning document will include the overview of the NCPA contract and how AIS can provide workspace solutions for its members.

AIS has been successful over the years launching national contract initiatives. AIS currently holds a GSA Contract that has been in place for over 20 years. This has enabled AIS to market directly to the Department of Defense (DoD) as well as civilian agencies nationwide. AIS has been recognized for our excellence in supporting the needs of the Federal marketplace by not only GSA but from many DoD and agencies. We are a BPA holder with the US Navy supporting the Spiral III Navy BPA program. It has been AIS' belief that to support contracts such as these, a targeted and successful program launch is key in gaining immediate awareness and developing success.

First 10 Days

- Once an award is made to AIS, we will distribute a company-wide announcement to announce our NCPA contract award and what the award means to the AIS sales efforts nationwide. The email will detail the business sectors that this contract will target and provide a timeline for the field sales launch effort.
- Send out an announcement of award to our dealer distribution and map out timeline of launch to our dealer distribution.
- Conference call coinciding with a webinar will be set up with our field sales team to introduce the NCPA contract and what it means to AIS from a business development perspective. This call will also provide an overview of the contract itself, roles and responsibilities, reporting, business development efforts and communication roll out to our dealer distribution. (Invite POC from NCPA to participate in this call if interested)

First 90 Days

- Distribute launch packages to field sales team by region with accounts to target. With this launch package, the sales team will be able to introduce members with direct AIS representation for the NCPA contract.
- Distribute launch packages to authorized dealer network. These launch packages will outline the NCPA program and provide additional secondary target accounts identified by region allowing authorized dealer to make contact with members and introduce AIS.

- Initiate email campaign to NCPA members to get the word out on NCPA award and AIS participation.
- All this would be implemented within 30 days of award by NCPA.

Post 90 days

- Continue to uncover potential members and introduce NCPA contract as a channel of procurement for their business segment.
- On a monthly basis, repeat marketing emails and communications with flyers that highlight products from the NCPA contract to draw continued interest.

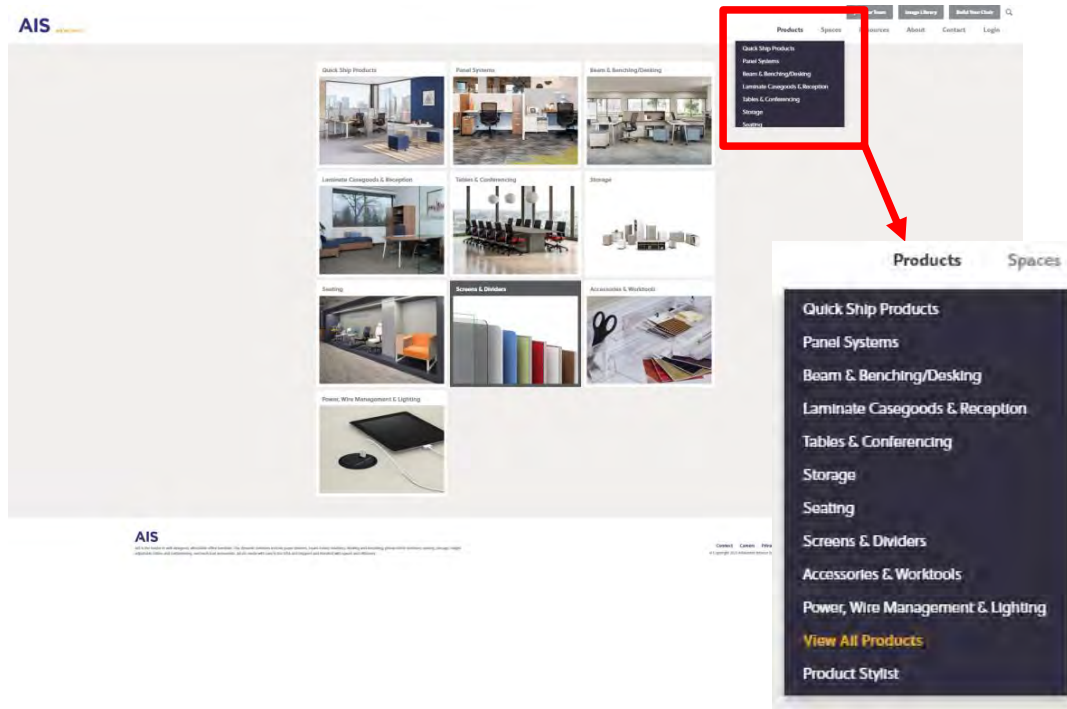
Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

AIS sells through our network of over 1000 authorized dealers, not direct to consumer. AIS's online e-order site is available to our dealer network. Although the online e-ordering feature is not available to NCPA members, NCPA members can find a multitude of information on our website, www.ais-inc.com. Information that members will have access to from our website includes the below.

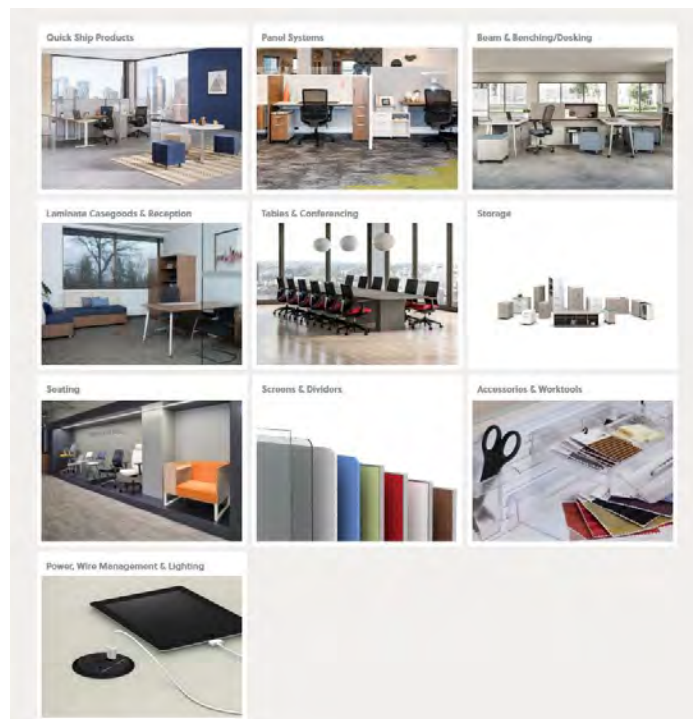
- Product offering
- Program discounts
- Price lists to verify list pricing
- Product information
- AIS representatives list
- Search capability to find a local dealer and showrooms
- Image library with thousands of images of our products
- Idea starters
- Colors, materials, finishes to choose from for product lines
- Environmental/sustainability information
- Warranty information
- Ability to check order status
- Design resources
- Product Stylist for seating

See example snapshots of website pages on following pages (not all above bullet points included).

Product Offering Page



Click on the appropriate product category from drop down menu or category square shown below to be navigated to desired product category.



Price Lists Page

Click on the appropriate price list to verify list pricing.

The screenshot shows the AIS website's 'PRICE LISTS' page. A red box highlights the 'Resources' link in the top navigation bar. A red arrow points from this box to the 'Resources' tab in the main navigation bar. Another red arrow points from the 'Price Lists' link in the 'Resources' dropdown menu to the 'Tables' price list thumbnail. A final red arrow points from the 'Tables' thumbnail to the 'Tables Price List' PDF document.

Price Lists Page

Navigation:

- Spaces
- Resources**
- About

Resources Menu:

- Product Information
- Price Lists**
- Idea Starters
- Fabrics and Finishes
- Installation Support
- Government and Contracts
- Design Resources
- Product Stylist
- Image Library

Price List Categories:

- Tables
- Screens
- Accessories
- Support & Storage
- Worksurfaces

Price List Documents:

- Tables Price List
- Screens Price List
- Accessories Price List
- Support and Storage Price List
- Worksurface Price List

Click on the desired price list image to open the PDF price list.

Product Information Page

Use “Resources” tab on main page and select “Product Information.”
Click on the product line for which additional product information is needed. Contains resources by product category.

Resources		
PRODUCT INFORMATION		
Quick Ship Products		
Calibrate Countdown	Divi Fast Track Program	Express Seating
Products to Work From Home		
Panel Systems		
Divi	Matrix	NO2
MWall		
Beam & Benching/Deskings		
Aloft Height Adjustable Desking	Calibrate Community	Oxygen Benching
PowerBeam	PowerBench	
Laminate Caseworks & Reception		
Calibrate Caseworks	Calibrate Series Reception	
Tables & Conferencing		
Calibrate Conference Tables	Calibrate Conference End Panel Tables	Day-to-Day Conference & Meeting Tables
Day-to-Day Training & Flip-top Tables	Day-to-Day Collaborative Tables	Height Adjustable Tables
Multi-purpose Tables		
Storage		
Calibrate Series Storage	I Series Steel Storage	Calibrate Series Lockers
Seating		
Auburn	Bolton	Bolton Executive
Devers	Essex	Natick
Natick Executive	Reverse	Upton Task
Chatham Cove Work Lounge	Devers Stool	Devers Side
Grafton	J.B. Lounge	Natick Stool
Paxton	Pierce	Pierce Stool
Rutland Perch	Rutland Pull-Up	Stow
Sully Perch	Triad	Triad Stool
Trix	Upton Stool	Upton
Voller		
Screens & Dividers		
Mobile Whiteboards & Dividers	Screens	
Accessories & Worktools		
Ergonomic Worktools	Hospitality Cart	Mobile Whiteboards & Dividers
Organization	Paper Flow	
Power, Wire Management & Lighting		
Integrated Power	Lighting	Wire Management
Work Surface Power		

Find an AIS Representative Page

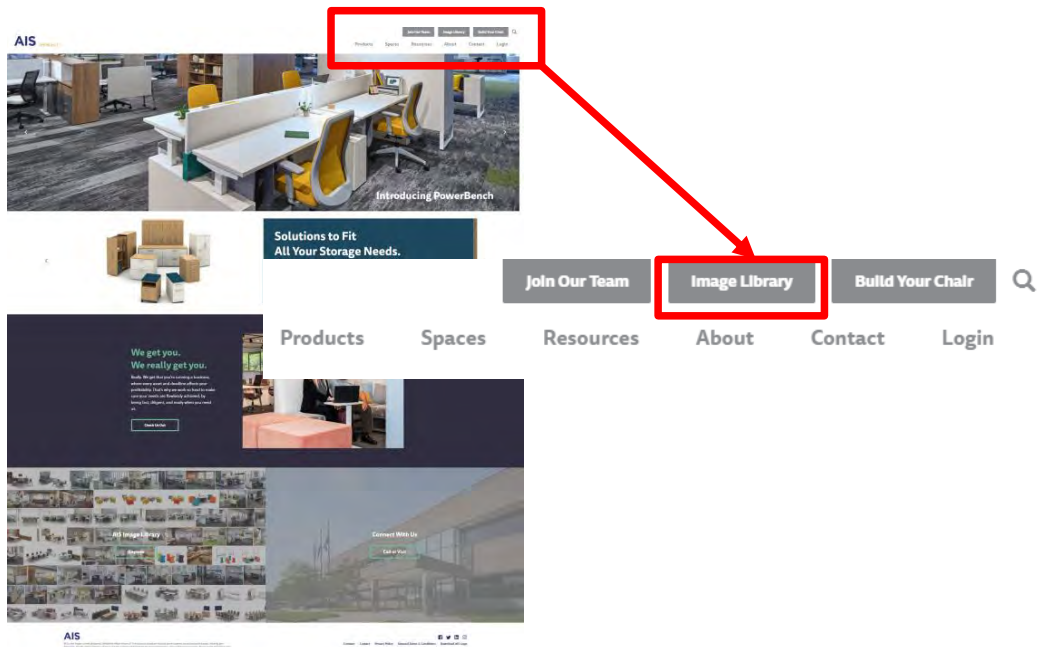
The screenshot shows the AIS website's 'Find a Rep' page. Red annotations highlight the following elements:

- Top Navigation:** A red box highlights the 'About' and 'Contact' links in the top right navigation bar.
- Header:** The header features the AIS logo and the slogan 'WE'RE CLOSER THAN YOU THINK'.
- Section Header:** The main heading is 'Contact / Find a Rep'.
- Map:** A map of North America is shown with green dots indicating representative locations.
- Form:** A form titled 'We're Around the Corner. And Across the Continent.' contains two dropdown menus: 'United States' and 'Please Select'. Below the form is the instruction: 'Select a country and location above to view the Representatives for that area.'
- Buttons:** A red arrow points to the 'Contact' button in the top navigation bar. Another red arrow points to the 'Find a Rep' button in the 'Get in Touch' section.
- Footer:** The footer includes the AIS logo and the slogan 'WE'RE CLOSER THAN YOU THINK'.

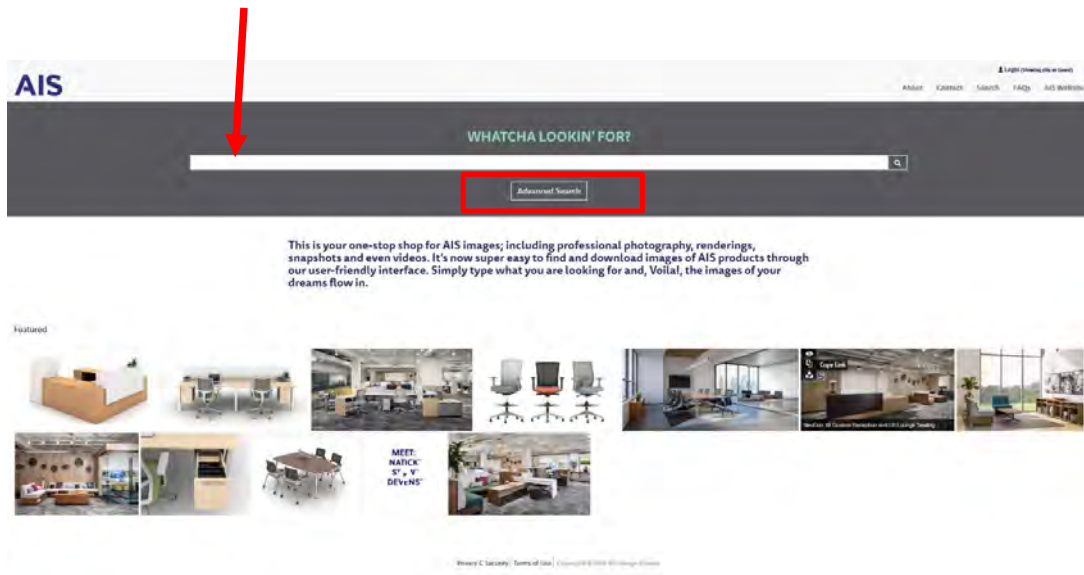
Select appropriate locations from drop down menus to find a local AIS representative.

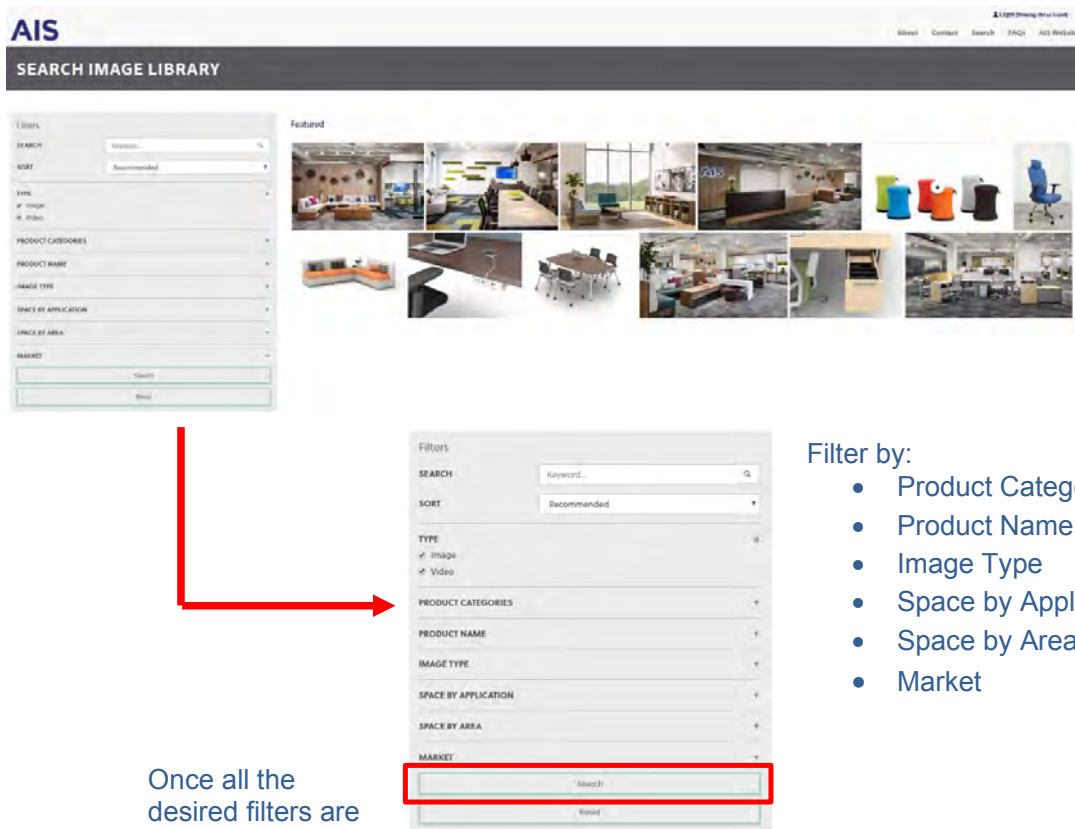
Image Library Page

From main website page, select “Image Library”.



Type in a product description in the search bar or use the, “Advanced Search” option.
See following page for advanced search option page.





Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

AIS will work through the authorized servicing dealer to provide product representation and sales support. AIS's customer service members are trained on AIS's product and design tools to assist the customers with a complete support system. Our customer service department is made up of 22 members.

There are four (4) account managers that lead nine (9) customer service representatives (CSR). A data entry manager leads six (6) data entry representatives. The team also includes two (2) administrative assistants that assist with day-to-day activities.

The team works during normal business hours of 8:00am EST to 5:00pm EST, Monday through Friday.

The purpose of the customer service team is to assist with any inquiries leading up to the order entry process, including but not limited to, confirming lead times, discounts, and transit times, as well as the best way to submit the order. All CSR's verify orders are submitted with all the appropriate information and supporting documentation needed to

process the order. These order entry requirements along with our NCPA contract order checklist allow our accounting department with complete information to report contract sales and pay contract administrative fees accurately.

Customer service will also handle all requests and inquiries following the order entry process. The servicing dealer's designated CSR will always be noted at the top of their order acknowledgment.

- Customer service will assist with order changes, rush requests, expedited freight, and guaranteed deliveries, as well as all punch orders.
- Customer service will act as a liaison between the dealer and other internal AIS departments. On occasion, the CSR will direct the dealer to another department for assistance.
- Customer service is responsible for dealer trainings as relates to customer service.

The customer service team works closely with the sales team, dealers, and other internal departments to assure that customer needs are addressed.

- Customer service will be available for the dealers prior to submitting an order to confirm discounts, check lead times and transit times, as well as assistance with confirming finishes.
- Once an order acknowledgment has been received, customer service will assist with any order changes, rush requests, expedited freight and guaranteed deliveries as well as any other specials requests the dealers may have.
- Customer service is responsible for alerting dealers of any issues that may arise with materials, ship dates, and logistics.
- Customer service will work with internal departments, on behalf of the dealers, to ensure that all needs are met.
- Customer service is responsible for processing all punch requests in a timely manner.

Orders can be accepted as email, fax or electronic order entry.

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.

At AIS, sustainability isn't about making incremental changes to meet third-party standards—it's about fully reimagining design and manufacturing to create the leanest, most earth-friendly products and processes possible. Our company was founded on a single noble vision—to build tremendous value and efficiency into superior workplace products. Reducing waste, minimizing energy use and keeping items out of landfills are a natural part of achieving our mission. For example: durable, reconfigurable products last longer and can be reused. Cutting out weight reduces the drain on resources. And

returning more than 50% of the energy we use every year back to the grid through our 10,000 solar panels ensures savings can be passed along to our customers. All AIS systems are SCS Indoor Advantage™ Gold certified for air quality, we hold BIFMA e3 level® certification, and we can help customers gain points toward LEED® certification for new and renovated environments. Our Associated Industries of Massachusetts (AIM) Sustainability award further reinforces our leadership and commitment to sustainable practices.



Over 10,000 solar panels on roof of HQ in Leominster, MA.



Sustainability from design through delivery.

The AIS design philosophy recognizes that the greatest environmental impact can be made at the concept stage, as we select materials and construction methods. We continually challenge ourselves and, as a result, our products all contain at least 40% recycled materials and are manufactured in a facility where a majority of the energy is returned to the grid through rooftop solar panels.

Investments in emerging manufacturing technologies, alternative energy and carbon offsetting have helped bring our carbon footprint to almost zero.

AIS has partnered with ANEW to provide a take-back solution for surplus office furniture and materials. This partnership provides AIS clients with a means to repurpose their furniture, fixtures, and architectural materials, diverting the items from landfill. All captured materials are donated to public agencies and charities within a 50-mile radius, benefiting the local communities to which the furniture resided.

ANEW, a 501 (c)(3) non-profit organization, provides companies with sustainable alternatives for their surplus furniture and other items with the priority of matching it to non-profits, public agencies, and underserved communities while avoiding landfill. This simple

practice furthers corporate citizenship, social responsibility, and environmental sustainability. With a nationwide reach of service providers and project managers, ANEW is a single point resource, coordinating the removal of all surpluses in any condition from the interior built environment, conducting community outreach to charities and others, then reporting the results and metrics of every project. In its 9 years of existence, ANEW has diverted 13.5 million pounds from landfill, serving over 800 organizations in 20 countries. ANEW educates through action, transforming corporate surplus into community service.

[PIMCO/ANEW Project Video](#)

At AIS, we never had to “go green” because we’ve been sustainable since we opened our doors. To us, sustainability is not an initiative. It’s not about reaching a baseline standard. It’s part of our DNA. Always has been, always will. Sustainability is not a single, discrete initiative. It’s been woven through everything AIS has done since we opened our doors.

Corporate Sustainability Statement

AIS is committed to achieving excellence through continuous improvement and teamwork. As an established world- class manufacturer, it is our goal to achieve prominence within the office furniture industry by providing the best value to both our customers and our shareholders. AIS will aggressively pursue our following beliefs:

- AIS will exceed our customers’ expectations in all that we do.
- AIS will pursue profitable growth returning value to our shareholders and better opportunities for our employees.
- AIS will deliver a low cost, innovative product on time, every time AIS will continuously improve our product quality as we strive for perfection.
- AIS will utilize the most environmentally friendly manufacturing processes and materials.
- AIS will aggressively eliminate all wastes throughout our operations.
- AIS will train and nurture our employees, our most valuable resource.
- AIS will operate with integrity and will participate in our civic duties.
- AIS will comply with all applicable environmental, health, safety, and inclusiveness laws and regulations

Environmental Sustainability

AIS is committed to the production of high quality, durable products that conserve resources. We understand that today’s actions could be tomorrow’s consequences. That’s why AIS carries the philosophy of using today’s actions to build a cleaner, healthier environment we can all benefit from. At AIS, sustainability is our corporate responsibility – from the environment, our products, our people and our processes, we are committed to developing sustainable business practices while enhancing the value offered to our customers.

Design for Environment

The opportunity for improving the environmental performance of our products starts on the drawing board. AIS’ recognizes the importance of environmentally conscious design and has developed a Design for Environment (DfE) team committed to incorporating sustainable elements into our design process. When developing new products our DfE team considers and strives to improve the following design elements: Renewable

Materials, Recycled Materials, Recyclable and Biodegradable Materials, End of Life Management, Water Management and Energy Efficiency.

Design for Durability / Upgradeability

To provide our customers with the quality they desire, AIS designs and manufactures products to live long and useful lives. This is exemplified by a limited lifetime warranty on all systems furniture to the initial purchaser which is valid for as long as the product is owned by the original Buyer. The warranty which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. Please see our product Lifetime Warranty for more information.

At AIS, we know that it can be difficult to foresee the future needs of your business. That's why our systems are designed to withstand repeated service, repair, and handling for whatever the road ahead may bring. Our systems also feature standardized product parts and components, which are available to facilitate maintenance, servicing, and reassembly. Contact our sales department today for your replacement part needs.

Energy Conservation

By reducing our energy consumption and GHG emissions, AIS is making great strides in reducing our impact upon the environment while ensuring our sustainability as an organization. To do so, AIS practices an approach of continuous improvement to reduce our energy and carbon footprint. In fact, AIS has established a goal of zero GHG emissions. Our environmental management system ensures that we are establishing realistic targets and objectives for the future while holding ourselves accountable to these goals.

Still, we felt this was not enough. We decided to think outside of the manufacturing walls and investigate ways to reduce our current global greenhouse gas (GHG) footprint by investing in renewable energy solutions and other low or zero GHG emission strategies. We believe this would provide benefits to not only AIS and our customers, but also the industry by taking a leading position in the right direction. Annually, AIS measures the CO2 emissions produced from our manufacturing operations, and with this data we can identify and implement strategies that ensure our energy is produced by renewable sources. To involve our stakeholders on this journey, AIS is committed to publishing our GHG emissions to hold ourselves accountable as we continue to strive towards our zero emissions goal.

Energy Efficient Purchasing

Whenever possible the AIS purchasing team will quote and purchase products that are Energy Star rated or have high energy efficiencies.

Solid Waste Management

As a part of the AIS lean manufacturing philosophy, we analyze our manufacturing streams thoroughly and cut waste from every possible avoidable angle. With every new process or product that is developed our Lean committee continues to review and reduce waste whenever possible. Through these efforts, it is the goal of AIS to achieve 100% landfill diversion of solid waste from our manufacturing operations through our waste reduction efforts, lean manufacturing, recycling, and product reuse.

Harmful Chemicals

It is the goal of AIS to assess and manage all chemicals associated with our products, processes, and maintenance operations in a manner that complies with all applicable federal, state, and local environmental regulations. As a good steward of human health and the environment, AIS will also go beyond basic chemical management to develop and implement a program that will address areas such as, but not limited to:

- i) continuous improvement in the identification, reduction, and potential elimination of chemicals of concern
- ii) prevention of pollution through reductions in exposure of workers, customers, and the environment to harmful chemicals
- iii) consideration of the life cycle impacts through our DfE and chemical management plan of our products, manufacturing processes, and maintenance activities
- iv) responsibility to the well-being of our workers, community, and the broader environment

Anti-Discrimination Policy (if applicable)

- Describe your organizations' anti-discrimination policy.

It is the policy of Affordable Interior Systems (AIS) that no employee, applicant for employment, customer, vendor, independent contractor or other individual will be discriminated against based upon their age, race, color, creed, religion, sex, sexual orientation, gender identity, national origin, disability, Vietnam Era Veteran status, or other protected class or characteristic established under applicable federal, state and local statute or ordinance. All individuals will be treated equally and will not be discriminated against in receiving services, compensation, opportunities for advancement (including promotions and transfers), training or discipline.

Affordable Interior Systems will not condone, permit nor tolerate discrimination as described above against any individual in any manner whatsoever. Persons who engage in such discrimination will be subject to appropriate discipline up to and including termination of his/her employment.

Anyone who believes they have been subject to discrimination should immediately bring it to the attention of a supervisor or Human Resources Manager. Similarly, if you have any question as to whether certain conduct is unlawful discrimination, you are encouraged to speak with either of the individuals mentioned above.

Supervisors who receive complaints of discrimination or who are made aware of conduct constituting discrimination are immediately required to notify the Human Resources Manager or appropriate Executive Management Member.

All complaints will be investigated promptly, and the existence of your complaint will be disclosed only to the extent necessary to make a prompt and thorough investigation or as may be necessary to take appropriate corrective measures. In all cases, the person who initiated this procedure will be informed of the findings and disposition of the matter at the conclusion of the investigation. Further, management will ensure that there is no



coercion, retaliation, intimidation, or harassment directed against any employee who registers a complaint or serves as witness on behalf of another individual.

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.

See attached for our Uniform Sales & Use Tax Exemption/Resale Certificate – Multijurisdiction form and certificates.

UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2—4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that:

Name of Firm (Buyer): Affordable Interior Systems Inc
Address: 25 Tucker Dr Leominster, MA 01453

is engaged as a registered

- ☐ Wholesaler
☐ Retailer
☒ Manufacturer
☐ Seller (California)
☐ Lessor (see notes on pages 2—4)
☐ Other (Specify) _____

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: manufacturing of modular (non-wood) office furniture

General description of tangible property or taxable services to be purchased from the Seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹		MO ¹⁶	22153357
AR	84435475-SLS	NE ¹⁷	13327801
AZ ²	21136366	NV	1040569200
CA ³	OHB102539867	NJ	043489948
CO ⁴		NM ^{4,18}	
CT ⁵	45428091-001	NC ¹⁹	
DC ⁶	350000069894	ND	04-3489948
FL ⁷	78-8016376383-6	OH ²⁰	99111063
GA ⁸	175845680	OK ²¹	STS-15130076-03
HI ^{4,9}		PA ²²	043489948
ID		RI ²³	043489948
IL ^{4,10}	4133-3421	SC	106757723
IA	100002098	SD ²⁴	1033-7133-ST
KS	005-043-489948F-01	TN	1001637123-SLC
KY ¹¹	363297	TX ²⁵	1-04-34899489
ME ¹²	1196168	UT	14689722-002-STC
MD ¹³	04-3489948	VT	05601-0547
MI ¹⁴	04-3489948	WA ²⁶	
MN ¹⁵	2386477	WI ²⁷	456-1028681319-03

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: Monique Vosburg
(Owner, Partner, or Corporate Officer, or other authorized signer)

Title: Controller

Date: _____



State of Washington
Department of Revenue

RESALE CERTIFICATE

1. Name of Seller: _____
2. Name of Buyer/Business: Affordable Interior Systems Inc
3. Address of Buyer: 25 Tucker Dr Leominster MA 01453
Street City State Zip Code
4. Buyer's UBI/Revenue Registration Number: 603 375 379
5. Buyer is in the business of: Manufacturing of modular office Furniture (non-wood)
6. Types of items purchased for resale: _____

The buyer certifies that it is purchasing the items listed on line 6 (please check appropriate box):

- ☒ *for resale in the regular course of business without intervening use.*
- ☒ *for use as an ingredient or component part of a new article of tangible personal property to be produced for sale,*
- ☐ *as a chemical to be used in processing a new article of tangible personal property to be produced for sale, or*
- ☐ *for use as feed, seed, seedlings, fertilizer, or spray materials in its capacity as a farmer.*

The buyer acknowledges that it is solely responsible for purchasing within the categories listed on line 6. The buyer acknowledges that misuse of the resale privilege subjects the buyer to a penalty of 50 percent of the tax due, in addition to the tax, interest, and any other penalties imposed by law.

Print Name: Monique Vosburg

Name of Person Authorized By the Buyer to Sign the Resale Certificate

Signature: _____

Signature of Authorized Agent of the Buyer

Effective Date: _____ through _____

(Not To Exceed 4 Years)

Date Signed: _____

Seller must maintain a copy. Please do not send to Department of Revenue.
Reference Rule and Statute (RCW 82.08.130 and WAC 458.20.102)

For tax assistance visit <http://dor.wa.gov> or call (800) 647-7706. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 486-2342. Teletype (TTY) users may call (800) 451-7985.

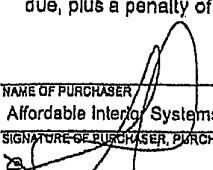
California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: OH8102-539867
2. I am engaged in the business of selling the following type of tangible personal property:
Manufacturing
3. This certificate is for the purchase from _____ of the item(s) I have
listed in paragraph 5 below. [Vendor's name]
4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER Affordable Interco Systems Inc	
SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE 	
PRINTED NAME OF PERSON SIGNING Monique Vosburg	TITLE Controller
ADDRESS OF PURCHASER 25 Tucker Rd Leominster, MA 01453	
TELEPHONE NUMBER (978) 562-7500	DATE

Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft. Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue. A valid certificate also serves as an exemption certificate for (1) county innkeeper's tax and (2) local food and beverage tax.

Section 1 (print only)

Name of Purchaser: Affordable Interior Systems Inc.

Business Address: 25 Tucker Rd City: Leominster State: MA ZIP Code: 01453

Purchaser must provide minimum of one ID number below.*

Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.

TID Number (10 digits): 0151551839 - LOC Number (3 digits): 001

If not registered with the Indiana DOR, provide your State Tax ID Number from another State
*See Instructions on the reverse side if you do not have either number.

State ID Number: _____ State of Issue: _____

Section 2

Is this a ☒ blanket purchase exemption request or a ☐ single purchase exemption request? (check one)

Description of items to be purchased: _____

Section 3

Purchaser must indicate the type of exemption being claimed for this purchase, (check one or explain)

☒ Sales to a retailer, wholesaler, or manufacturer for resale only.

☐ Sale of manufacturing machinery, tools, and equipment to be used directly in direct production.

☐ Sales to nonprofit organizations claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)

☐ Sales of tangible personal property predominately used (greater than 50 percent) in providing public transportation - provide USDOT Number. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a school bus operator, must provide their SSN or FID Number in lieu of a State ID Number in Section 1.

USDOT Number: _____

☐ Sales to persons, occupationally engaged as farmers, to be used directly in production of agricultural products for sale.
Note: A farmer not possessing a State Business License Number may enter a FID Number or a SSN in lieu of a State ID Number in Section 1.

☐ Sales to a contractor for exempt projects (such as public schools, government, or nonprofits).

☐ Sales to Indiana Governmental Units (agencies, cities, towns, municipalities, public schools, and state universities).

☐ Sales to the United States Federal Government - show agency name.
Note: A U.S. Government agency should enter its Federal Identification Number (FID) in Section 1 in lieu of a State ID Number.

☐ Other - explain, _____

Section 4

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, ~~either negligent or intentional~~, and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser: _____ Date: _____

Printed Name: Monique Vosburg Title: Controller

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.
Seller must keep this certificate on file to support exempt sales.



Form ST-12 Exempt Use Certificate

Rev. 11/13

Massachusetts
Department of
Revenue

Vendor's name

Address

City/Town

State

Zip

I hereby certify that the property herein described is purchased or leased for the following indicated purpose and is exempt from the sales or use tax pursuant to Massachusetts General Laws (MGL), Chapter 64H, section 5(i), (j), (r), (s) or (dd), or is prewritten computer software that qualifies for Multiple Points of Use treatment.

- 1 ☒ The materials, tools or fuel will become an ingredient or component part of tangible personal property to be sold.
- 2 A ☐ The materials, tools or fuel will be consumed and used directly and exclusively in, or
B The machinery, and/or replacement parts thereof, will be used directly and exclusively in
 - 1 ☐ agricultural production
 - 2 ☐ commercial fishing
 - 3 ☐ industrial plant in the actual manufacture, conversion or processing of tangible personal property to be sold
 - 4 ☐ publishing a newspaper
 - 5 ☐ operation of commercial radio broadcasting or television transmission
 - 6 ☐ furnishing power to an industrial manufacturing plant
 - 7 ☐ furnishing gas, water, steam or electricity when delivered to consumers through mains, lines or pipes
 - 8 ☐ research and development by a manufacturing or research and development corporation under MGL, Ch. 63, sec. 38C or 42B
 - 9 ☐ production of animals for research, testing or other purposes to promote human or animal well-being
 - 10 ☐ other (explain) _____
- 3 ☐ Sales of equipment used directly in solar, wind-powered or heat pump systems to heat or provide energy needs of the person's principal residence in the Commonwealth.
- 4 ☐ The fuel will be used in the operation of aircraft or railroads.
- 5 ☐ The heating fuel will be consumed or used directly and exclusively in heating an industrial plant where at least 75% of the building, location or premises is used for the actual manufacture of tangible personal property to be sold.
- 6 ☐ Gas ☐ Steam ☐ Electricity (check one) will be consumed and used directly and exclusively in the actual manufacture of tangible personal property to be sold or in the heating of the industrial plant provided at least 75% of the metered energy is used for the combination of such manufacturing or heating of the manufacturing area.
- 7 ☐ The tangible personal property is a production expense directly incurred in the production of a motion picture by a qualifying motion picture production company and clearly and demonstrably incurred in the Commonwealth.
- 8 ☐ The tangible personal property is a production expense directly incurred in the production of a motion picture by an accredited film school student, clearly and demonstrably incurred in the Commonwealth and related to a school film project.
- 9 ☐ Multiple Points of Use Certificate. The prewritten computer software will be concurrently available for use in multiple tax jurisdictions. The purchaser agrees to remit apportioned use tax to Massachusetts.
- 10 ☐ Pesticides purchased by a person licensed or certified as a pesticide applicator by the Dept. of Agricultural Resources under MGL, Ch. 132B.

Description of property (complete for any exemption claimed in line 1 or 2; attach statement if necessary)

MANUFACTURING

Service location(s) of qualified property (complete for any exemption claimed in line 6)

Account number(s)

Full liability is hereby assumed for the payment of any sales or use tax due in the event that the property purchased is used for any purpose other than that herein certified. This certificate shall be considered a part of each order unless revoked in writing. All purchase orders under this certificate will clearly indicate that they represent exempt use purchases.

Signed under the penalties of perjury.

Signature

Title

Controller

Name of company

APPROVABLE INTERIOR SYSTEMS INC

Address

25 TUCKER RD

City/Town

Leominster

State

MA

Zip



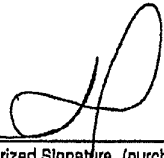
01453

Date

Federal identification number (if applicable)

043489948

Check applicable box: ☐ Single purchase certificate ☒ Blanket certificate

	STATE OF MAINE MAINE REVENUE SERVICES RESALE CERTIFICATE	
THIS CERTIFICATE IS VALID DECEMBER 19 2018 THRU DECEMBER 31 2021		
<u>Business Name and Location Address</u> AFFORDABLE INTERIOR SYSTEMS IN 25 TUCKER DR LEOMINSTER, MA 01453-6501	<u>Certificate Number</u> 1106188	<u>Business Type</u> MANUFACTUR
<p>This is to certify that the above named business is authorized to purchase during the period indicated on this certificate: (1) tangible personal property to be resold in the form of tangible personal property, or (2) a taxable service to be resold as the same taxable service. This certificate cannot be reassigned or transferred and can only be used by the above business or its authorized employees. This certificate is void if the business has ceased operating or if the certificate has been altered.</p> <p>The above named business certifies that the following is being purchased in the ordinary course of business for resale as provided above.</p>		
Presented to: _____ (Insert name of seller on photocopy) (date)		Presented by:  Authorized Signature (purchaser) (date)

DO NOT WRITE ON THIS ORIGINAL FORM

The document printed above is your new Resale Certificate. **Retain this copy as an original in your file.** This certificate is valid only for the period indicated.

Prior to the expiration of this certificate, Maine Revenue Services will automatically renew and reissue a new resale certificate for the next period if:

- your account is active; and
- you have reported \$3,000 or more in gross sales during the previous 12 months

Make copies of this original, fill in the appropriate data and provide it to the vendors from whom you make purchases for resale.

If you cease doing business, this certificate is void and must be returned to Maine Revenue Services.

Use of a resale certificate to make purchases not intended for resale is a criminal offense.

If you have any questions regarding this document, please call (207) 624-9693.



New York State Department of Taxation and Finance
New York State and Local Sales and Use Tax
Resale Certificate

ST-120
(4/10)

Name of seller			Name of purchaser Affordable Interior Systems Inc		
Street address			Street address 26 Tucker Rd		
City	State	ZIP code	City	State	ZIP code
			Leominster	MA	01463

Mark an X in the appropriate box: ☐ Single-use certificate ☒ Blanket certificate
Temporary vendors must issue a single-use certificate.

To the purchaser:
You may not use this certificate to purchase items or services that are not for resale. If you purchase tangible personal property or services for resale, but use or consume the tangible personal property or services yourself in New York State, you must report and pay the unpaid tax directly to New York State. Any misuse of this certificate will result in tax liabilities and substantial penalty and interest.

Purchaser information — please type or print

I am engaged in the business of Manufacturing and principally sell _____
(Contractors may not use this certificate to purchase materials and supplies.)

Part 1 — To be completed by registered New York State sales tax vendors

I certify that I am:

- ☒ a New York State vendor (including a hotel operator or a dues or admissions recipient), show vendor or entertainment vendor. My valid *Certificate of Authority* number is 043489948
- ☐ a New York State temporary vendor. My valid *Certificate of Authority* number is _____ and expires on _____

I am purchasing:

- ☒ A. Tangible personal property (other than motor fuel or diesel motor fuel)
- for resale in its present form or for resale as a physical component part of tangible personal property;
 - for use in performing taxable services where the property will become a physical component part of the property upon which the services will be performed, or the property will actually be transferred to the purchaser of the taxable service in conjunction with the performance of the service; or
- ☐ B. A service for resale, including the servicing of tangible personal property held for sale.

Part 2 — To be completed by non-New York State purchasers

I certify that I am not registered nor am I required to be registered as a New York State sales tax vendor. I am registered to collect sales tax or value added tax (VAT) in the following state/jurisdiction _____ and have been issued the following registration number _____. (If sales tax or VAT registration is not required and a registration number is not issued by your home jurisdiction, indicate the location of your business and write *not applicable* on the line requesting the registration number.)

I am purchasing:

- ☐ C. Tangible personal property (other than motor fuel or diesel motor fuel) for resale, and it is being delivered directly by the seller to my customer or to an unaffiliated fulfillment services provider in New York State.
- ☐ D. Tangible personal property for resale that will be resold from a business located outside New York State.

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Tax Law Article 37, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Type or print name and title of owner, partner, or authorized person of purchaser Monique Vosburg	
Signature of owner, partner, or authorized person of purchaser	Date prepared

Substantial penalties will result from misuse of this certificate.

Form ST-10

COMMONWEALTH OF VIRGINIA
SALES AND USE TAX CERTIFICATE OF EXEMPTION

For use by a Virginia dealer who purchases tangible personal property for resale,
or for lease or rental, or who purchases materials or containers
to package tangible personal property for sale

To: _____ Date: _____
Name of Supplier

Number and Street or Rural Route City, Town or Post Office State Zip Code

The Virginia Retail Sales and Use Tax Act provides that the Virginia Sales and use tax shall not apply to tangible personal property purchased for resale; that such tax shall not apply to tangible personal property purchased for future use by a person for taxable lease or rental as an established business or part of an established business, or incidental or germane to such business, including a simultaneous purchase and taxable leaseback. The Act provides also that such tax shall not apply to packaging materials such as containers, labels, sacks, cans, boxes, drums or bags if the materials are marketed with a product being sold and become the property of the purchaser.

This Certificate of Exemption may not be used by a using or consuming construction contractor as defined in the Regulations.

The undersigned dealer hereby certifies that all tangible personal property purchased from the above named supplier on and after this date will be purchased for the purpose indicated below, unless otherwise specified on each order, and that this Certificate shall remain in effect until revoked in writing by the Department of Taxation. Check proper box below.

- ☒ 1. Tangible personal property for RESALE only.
- ☐ 2. Tangible personal property for future use by a person for taxable LEASE OR RENTAL as an established business, or part of an established business, or incidental or germane to such business, or a simultaneous purchase and taxable leaseback.
- ☐ 3. Packaging materials such as containers, labels, sacks, cans, boxes, drums or bags that are marketed with a product being sold and become property of the purchaser.

Name of Dealer Affordable Interior Systems Inc Virginia Account No. 12-043489948-F001

Trading as _____

Address 25 Tucker Rd Leominster MA 01453
Number and Street or Rural Route City, Town or Post Office State Zip Code

Kind of business engaged in by dealer Manufacturing

I certify that I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

By _____ Signature _____ Title Controller

If the dealer is a corporation, an officer of the corporation or other person authorized to sign on behalf of the corporation must sign; if a partnership, one partner must sign; if an unincorporated association, a member must sign; if a sole proprietorship, the proprietor must sign.

Information for supplier—A supplier is required to have on file only one Certificate of Exemption properly executed by the dealer who buys tax exempt tangible personal property for the purpose indicated hereon.

WV/CST-280
(Rev. 805)

WEST VIRGINIA CONSUMERS SALES AND SERVICE TAX AND USE TAX
EXEMPTION CERTIFICATE
CANNOT BE USED TO PURCHASE GASOLINE OR SPECIAL FUEL



All sales of tangible personal property or taxable services are presumed to be subject to tax unless a properly completed Exemption Certificate or a Direct Pay Permit number is provided. Read instructions on reverse side before completing this certificate.

NAME OF VENDOR	DATE	CHECK APPLICABLE BOX: <input type="checkbox"/> SINGLE PURCHASE CERTIFICATE <input checked="" type="checkbox"/> BLANKET CERTIFICATE	
STREET ADDRESS	CITY	STATE	ZIP CODE

TO BE COMPLETED BY PURCHASER: I, the undersigned, hereby certify that I am making an exempt purchase and hold a valid Business Registration Certificate:

Enter Tax Identification Number 043489948

WV#
2304-3447

My principal business activity is MANUFACTURING

I claim an exemption for the following reason (Check applicable box or boxes):

PURCHASE FOR RESALE

- ☒ Purchase of tangible personal property or taxable services for resale or for use in performing taxable services where such property becomes a component part of the property upon which the services are performed and will be actually transferred to the purchaser. WV Code § 11-15-9(a)(9)

PURCHASE BY AN EXEMPT COMMERCIAL AGRICULTURAL PRODUCER

- ☐ A. Purchase of tangible personal property or taxable services for use or consumption in the commercial production of an agricultural product. But not purchases for the construction of, or permanent improvement to real property or purchases of gasoline or fuel. WV Code § 11-15-9(a)(8)
- ☐ B. Purchase of propane for use in poultry houses for heating purposes. WV Code § 11-15-9(a)(18)

TAX EXEMPT ORGANIZATIONS

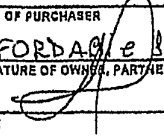
- ☐ A. **GOVERNMENT** - Purchases by governmental agencies and institutions of (1) the United States; (2) this State (including its local governments); and (3) any other State (and its local governments) which provides this same exemption to this State. Such purchases by government employees are not exempt unless they are on government business and are billed to and paid for directly by the government. Private persons doing business with government may not claim this exemption. WV Code § 11-15-9(a)(3)
- ☐ B. **CERTAIN NONPROFIT ORGANIZATIONS** - Purchases by a corporation or organization which has a current registration certificate and which is exempt from federal income taxes under section § 501(c)(3) or (c)(4) of the Internal Revenue Code. These organizations must meet all of the requirements set forth in WV Code § 11-15-9(a)(6). For information concerning these requirements refer to publication TSD-320. WV Code § 11-15-9(a)(6)
- ☐ C. **SCHOOLS** - Purchases by a school with its principal campus in this State which is approved by the State of West Virginia to award degrees and which is exempt from federal and state income taxes under section § 501(c)(3) of the Internal Revenue Code. WV Code § 11-15-9(a)(15)
- ☐ D. **CHURCHES** - Purchases of services, equipment, supplies, food for meals and materials directly used or consumed by churches which make no charge whatsoever for the services they render. The purchase must be paid for directly out of the church treasury. WV Code § 11-15-9(a)(5)

PURCHASES OF CERTAIN SPECIFIC SERVICES AND TANGIBLE PERSONAL PROPERTY

- ☐ A. Purchases of electronic data processing services and related software but not data processing equipment, materials and supplies. WV Code § 11-15-9(a)(21)
- ☐ B. Purchases of services by one corporation, partnership or limited liability company from another corporation, partnership or limited liability company but only when the entities are members of the same controlled group or related taxpayers as defined in Section 267 of the Internal Revenue Code. WV Code § 11-15-9(a)(23)
- ☐ C. Purchases of computer hardware and software directly incorporated into manufactured products; certain leases; electronic data processing service; computer hardware and software directly used in communication; educational software; Internet advertising; high technology business services directly used in fulfillment of a government contract. WV Code § 11-15-9h
- ☐ D. Purchases of motion picture films, coin-operated video arcade machines and other video arcade games for any use upon which there will be a charge subject to sales tax. WV Code § 11-15-9(a)(32)
- ☐ E. Purchases by a licensed carrier of persons or property, or by a government entity, of aircraft repair, remodeling and maintenance services for an aircraft, engine or other component part of an aircraft, or purchases of tangible personal property that is permanently affixed as a component part of an aircraft as part of the repair, remodeling or maintenance of aircraft, aircraft engines or aircraft component parts, and purchases by a licensed carrier of persons or property, or by a government entity, of machinery, tools or equipment, directly used or consumed exclusively in the repair, remodeling or maintenance of aircraft, aircraft engines or aircraft component parts. WV Code § 11-15-9(a)(33)

REVERSE SIDE OF EXEMPTION CERTIFICATE MUST BE COMPLETED TO BE CONSIDERED VALID

I understand that this certificate may not be used to make tax free purchases of items or services which are not for an exempt purpose and that I will pay the Consumers Sales or Use Tax on tangible personal property or services purchased pursuant to this certificate and subsequently used or consumed in a taxable manner. In addition, I understand that I will be liable for the tax due, plus substantial penalties and interest, for any erroneous or false use of this certificate.

NAME OF PURCHASER AFFORDABLE INTERIOR SYSTEMS INC	STREET ADDRESS 25 TUCKER DR	
SIGNATURE OF OWNER, PARTNER, OFFICER OF CORPORATION, ETC. 	CITY LEOMINSTER	
TITLE Controller	STATE MA	ZIP CODE 01453

GENERAL INSTRUCTIONS

An Exemption Certificate may be used only to claim exemption from tax upon a purchase of tangible personal property or services which will be used for an exempt purpose as stated on the front of this form.

A purchaser may file a blanket Exemption Certificate with the vendor to cover additional purchases of the same general type of property or service. However, each subsequent sales slip or purchase invoice evidencing a transaction covered by a blanket Exemption Certificate must show the purchaser's name, address and Business Registration Certificate Number for purposes of certification.

INSTRUCTIONS FOR PURCHASER

To purchase tangible personal property or services tax exempt, you must possess a valid Business Registration Certificate and you must properly complete this Exemption Certificate and present it to your supplier. To be properly completed, all entries on this Exemption Certificate must be filled in.

Your Business Registration Certificate (and any duplicates) may be suspended or revoked if you or someone acting on your behalf willfully issues this certificate for the purpose of making a tax exempt purchase of tangible personal property and/or services that is not used in a tax exempt manner (as stated on the front of this form).

When property or services are purchased tax exempt with an Exemption Certificate, but later used or consumed in a non exempt manner, the purchaser must pay Sales or Use Tax on the purchase price.

The willful issuance of a false or fraudulent Exemption Certificate with the intent to evade Sales or Use Tax is a misdemeanor.

Your misuse of this Certificate with intent to evade the Sales or Use Tax shall also result in your being subject to:

A penalty of fifty percent of the tax that would have been due
had there not been a misuse of such certificate.

This is in addition to any other penalty imposed by the Law.

In the event you make false or fraudulent use of this Certificate with intent to evade the tax, you may be assessed for the tax at any time subsequent to such use.

INSTRUCTIONS FOR VENDOR

At the time the property is sold or the service is rendered, you must obtain from your customer this Certificate, properly completed, (or a Direct Pay Permit number issued by the West Virginia Department of Tax and Revenue), or the sale will be deemed a taxable sale, unless the property or service sold is exempt per se from Sales Tax. Your failure to collect tax on such taxable sale will make you personally liable for the tax, plus penalties and interest.

Additional information may be required to substantiate that the sale was for exempt purposes. In order for this Certificate to be properly completed, it must be issued by a purchaser who has a valid Business Registration Certificate and must have all entries completed by the purchaser.

A timely received certificate which contains a material deficiency will be considered satisfactory if such deficiency is subsequently corrected.

You must keep this certificate for at least three years after the due date of the last return to which it relates, or the date when such return was filed, if later.

You must maintain a reasonable method of associating a particular exempt sale to a customer with the Exemption Certificate you have on file for such customer.

INSTRUCTIONS FOR VENDOR AND PURCHASER

If you, as vendor or as a purchaser, engage in any business activity in West Virginia without possessing a valid Business Registration Certificate (and you do not clearly qualify for an exemption), you shall be subject to a penalty in an amount not exceeding \$100 for the first day on which such sales or purchases are made, plus an amount not exceeding \$100 for each subsequent day on which such sales or purchases are made.

Please begin using this Certificate immediately.



Region 14 ESC / NCPA RFP # 24-22 for Furniture

Tab 5

Contents:

- AIS Products and Services / Scope

Tab 5 – Products and Services / Scope

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

Warranty

- 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.

Warranty

All products are covered under AIS's Limited Lifetime Warranty. This warranty is given to the initial purchaser and is valid for as long as the product is owned by the original buyer. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to AIS within the applicable warranty period, AIS (at its option) will either repair or replace the defective product with a comparable component or product. The limited lifetime warranty applies to all products regardless of the number of shifts the product is used each day except as noted below.

Applicable Warranty Period	Products / Restrictions
Lifetime (as defined below)	All AIS branded products (except as noted below)
Ten (10) Years	Electrical products AIS Seating (frames and control mechanisms) Calibrate Series Calibrate Community Height Adjustable Tables (5 Year Mechanism)
Ten (10) Years - 24/7 Shift	Devens Seating
Five (5) Years	Moving parts, which include keyboard mechanisms, locks, suspensions, casters as well as AIS fabrics, upholsteries and mesh. AIS Seating (pneumatic cylinders, casters, glides, bases and arms, mesh and seating upholsteries, Granite and Sulli seating*)

This warranty does not apply to normal wear and tear damage caused by carrier, damage caused by transport of product from one site location to another, alterations to the product not expressly authorized by Seller, and products considered to be of a consumable nature such as bulbs and light ballast. AIS Seating normal use as defined under this warranty is the wear and tear that occurs during a 40 hour week when the product is used by a person weighing 300 pounds or less. *Granite is warranted for five years and rates for a person weighing 250 pounds or less. Sulli is warranted for five years and rates for a person weighing 300 pounds or less. AIS will not warrant any altered components or parts.

This warranty shall not cover labor or delivery charges and does not apply to items subjected to abuse, misuse, neglect, alteration, damage cause by shipment, storage, accident, fire, flood or act of God. The limited warranty is the sole remedy for product defect and no other expressed or implied warranty is provided, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. AIS shall not be liable for consequential or incidental damages arising from any product defect. A customer's exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be repaired or replaced as specified above.

It also does not apply to customer's own material (COM - i.e. material specified by Buyer that is not a standard AIS product offering) used in the manufacture of AIS products. Special Products that are not offered in the AIS standard price list will have a warranty of one year. A product will not be considered defective and Seller will not be obligated to replace it, if the product is not installed properly or is used in a "non-standard" fashion as prescribed by AIS. It is at the sole discretion of AIS to make a determination if a defect is due to improper product installation.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AIS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

Order Changes & Cancellations

Due to each order being custom, AIS does not have a return policy. AIS handles order changes and cancellations as follows.

AIS understands that from time to time changes may be required on orders; however, as all AIS products are produced custom for each order, changes and cancellation costs will be assessed based on the following schedule. Review your acknowledgment thoroughly. All dates below are from time of acknowledgment.

- No fee for orders changed or canceled within one day (24 hours).
- A fee of 50% of the net pretax total of affected product if order is changed or canceled within two days (48 hours).
- A fee of 100% of the net pretax total of affected product if order is changed or canceled after two days (48 hours).
- A fee of 100% of the net pretax total of all product on Rush Orders or orders with custom product if changed or canceled after 24 hours.

Any non-standard worksurface sizes, panels, fabrics, laminates, paint colors, or product modifications are considered custom.

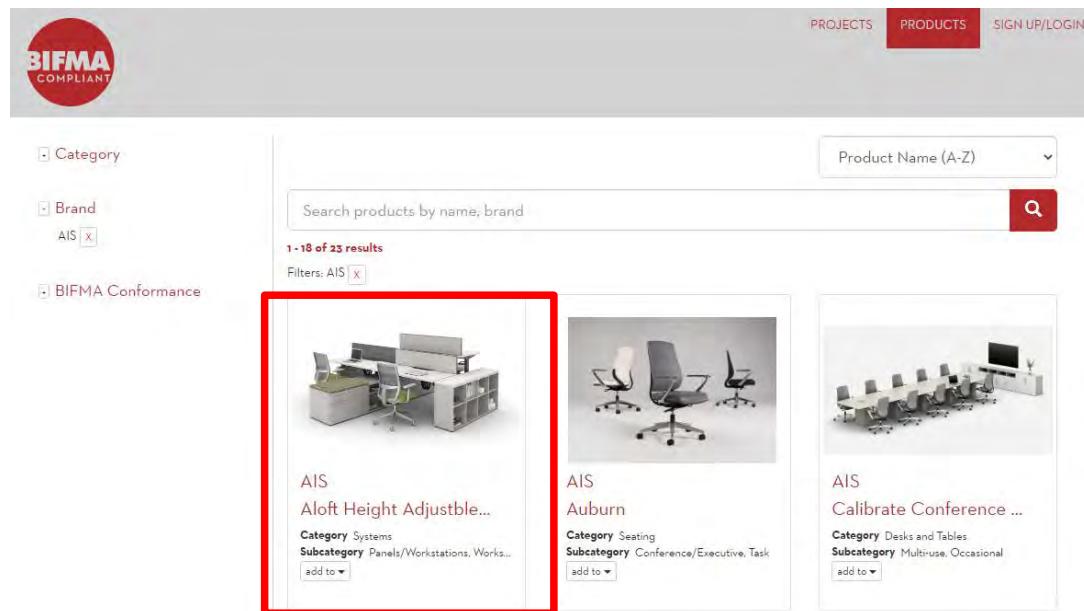
Important: Changing a product size to another size is considered a “cancellation” of one product for another and falls under the above program.

AIS only provides new furniture of good quality. AIS is not a remanufacturer.


All AIS products are tested to American National Standards Institute (ANSI)/ Business + Institutional Furniture Manufacturers Association (BIFMA) testing standards and conform with those testing standards. AIS products are featured on the BIFMA Compliant site, <https://www.bifma.org/mpage/bifmacompliantregistry>. Site allows user to search by brand.



Sample AIS BIFMA Compliant site pages below



Once you click on the product line, the following page will populate.



AIS Aloft Height Adjustable Benching


Category Systems
Subcategory Panels/Workstations, Worksurfaces

Aloft is height-adjustable benching that's tailor-made for the open plan. A NeoCon Silver award winner, Aloft combines the features and functionality of a bench system with the ergonomic health benefits of standing workstations. For teams that need dynamic benching, this thoughtfully designed platform rises – and lowers – to the occasion.

[+ Add to Project](#)
[Contact Manufacturer](#)
[Get PDF](#)

General Information

Contact Email	atransue@ais-inc.com
Contact Name	Amy Transue
Contact Phone	978-562-7500
Contact Title	Vice President of Strategic Resources
GSA Contact Email	gsa@ais-inc.com
GSA Contact Name	AIS GSA
GSA Contact Phone	978-562-7500
GSA Contact Title	Federal Sales
Product Page	External Link go



BIFMA Compliant

ANSI/BIFMA X5.5 Desk/Table Products Compliant

To provide our customers with the quality they desire, AIS designs and manufactures products to live long and useful lives. This is exemplified by a limited lifetime warranty on all systems furniture to the initial purchaser which is valid for as long as the product is owned by the original buyer. The warranty which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period.

At AIS, we know that it can be difficult to foresee the future needs of your business. That's why our systems are designed to withstand repeated service, repair and handling for whatever the road ahead may bring. Our systems also feature standardized product parts and components, which are available to facilitate maintenance, servicing, and reassembly.

AIS offers a limited lifetime warranty on all our products. The overall intention for AIS is to maintain an excellent customer relationship.

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



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Tab 8

Contents:

- AIS Value Added Products and Services

Tab 8 – Value Added Products and Services

AIS value add capabilities include:

- AIS is an award-winning lean manufacturer. Our manufacturing excellence sets us apart from the competition. By implementing innovative lean production methods, we can build superior product at a lower cost than the competition.
- Vast dealer network of over 1000 dealers.
- AIS uses IMOS, SolidWorks and woodCAD|CAM software. We were able to set up a very efficient system using the latest technology capable of doing production manufacturing that is also very flexible for custom. We can stretch products, add shelves, and do all sorts of other things our customer's request. By embracing technology and not having the layers other manufacturers have for a company structure. All our products are designed in-house by a small on-site team, and this allows us to get to the market a lot faster than other manufacturers.
- AIS universalizes products maybe a lot more than the other manufacturers do. We can use the same pedestal in all our different laminate case goods lines as opposed to having a more designed conceptual product that requires multiple SKUs and multiple disciplines for manufacturing. The variety and the speed with which we can design and manufacture product using this very consistent product is what our customers are requiring right now.
- AIS has a flat organizational structure, what we mean by this is that we do not need to go through each level of management to get things done. AIS is a very "get it done" type of company. Our customer service team is empowered by management to do what it takes to get things done. We also understand the urgency when a customer calls with an issue or a question. We feel that we can manage the customer's account easily within the first three tiers (Customer Service Representative, Manager of Customer Service, OEM Contract Administrator). But also know our entire team is behind the NCPA contract and ready to support the needs of all NCPA customers.
- Our employees make a difference. In a sense our employees are all entrepreneurs and self-motivated. We are up for each challenge presented to us. Because of the very few layers of management at AIS, our people can do their jobs and take pride in the true value they add to AIS. Many of AIS employees work outside of normal working hours of Monday through Friday, 8:00am – 5:00pm EDT. All employees have customer satisfaction as a driving force.
- Our specification department made up of 15 designers across the United States that work from an online queue offering two main services: design checks and specification requests. This department also facilitates rendering requests, product specification support and mock-up/showroom reviews to ensure our products are showcased in the best way.



- The Project Management team is an internal advocate for our dealers from purchase order planning to punch lists. The team checks, tests, and double checks all aspects of a project. They are the primary contact for our dealers from the inception to the completion of the project. With a combined over 100 years of experience in the office furniture industry, each member brings their unique experience to the team. One reason for the team's success is the collaborative approach to process and risk mitigation.
- AIS offers field services expertise for select installations. Field services conducts trainings for dealer installation teams on all AIS products. This department is on call 24/7. You can often find them utilizing FaceTime with installers to provide installation advice. For high profile projects, they can be on site to ensure the installation is successfully completed to end user's specification.
- AIS offers the best lead times in the industry and 75% of our products ship in two (2) weeks or less. If successful as a vendor partner, we will provide key internal contacts from our customer service and project management teams that can expedite emergency orders. If all the components of the emergency order are stock items, we can typically respond in less than two (2) weeks or even shorter depending on the products specified.
- Freight costs are included for seating product category.
- Commitment to social responsibility with our many sustainable practices. AIS has partnered with ANEW to provide a take-back solution for surplus office furniture and materials. This partnership provides AIS clients with a means to repurpose their furniture, fixtures, and architectural materials, diverting the items from landfill. All captured materials are donated to public agencies and charities within a 50-mile radius, benefiting the local communities to which the furniture resided.



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Tab 9

Contents:

- AIS Innovation

Tab 9 – Innovation

Please provide details of your most recent innovation and how it affected sales in the public sector.

AIS was awarded Best of NeoCon 2022 Silver Award and Innovation Award for PET Wire Managers and Enclosures in workplace accessories category.

Product designer Bill Stewich, AIS' executive vice president of design and innovation, created the unique that design incorporates three functions into one component – wire management, privacy, and sound absorption. The key feature of the PET Wire Manager and Enclosure is the incorporation of the accessory into the U- or L-wrap privacy screen offering users a more distraction-free environment and productive workspace.

Stewich comments, "Supporting user's productivity, PET Wire Managers and Enclosures create sleek organization of power cords and wires. The streamlined fold and flip design is simple to use, providing workers with clean and productive workspaces in just minutes."





PET Wire Managers and Enclosures Product Information

PET wire managers can be used on workstations, within private offices, keeping cords tidy beneath the worksurface. PET Wire Managers are simple to use, allowing users to easily unhook and flip down for cord placement and adjustment when needed. Users will appreciate its simple and light aesthetic while valuing its robust cord capacity.

Need more privacy? Select from a variety of PET Privacy Enclosures including L- and U-wrap which incorporate wire management into the design.

PET Wire Managers and Enclosures innovatively utilize the unique material properties of PET to add warmth and an organic component to a workspace via its curved shape and felt-like texture. This accessory is available in four colorways which complement a variety of environments with neutral choices or a pop of color. Offered in tan, blue, light and medium grey.

PET Wire Managers and Enclosures can be applied universally to almost any table.

The PET Wire Managers and Enclosures appeal to the public sector by one product providing three (3) desired characteristics of a workstation, 1) Wire management 2) Acoustical properties and 3) privacy when needed. This single product meeting or exceeding 3 desired specifications has done extremely well in the public sector. The Best of NeoCon Silver and Innovation awards have drawn increased attention to AIS. The overall impact in sales has been overwhelmingly positive.

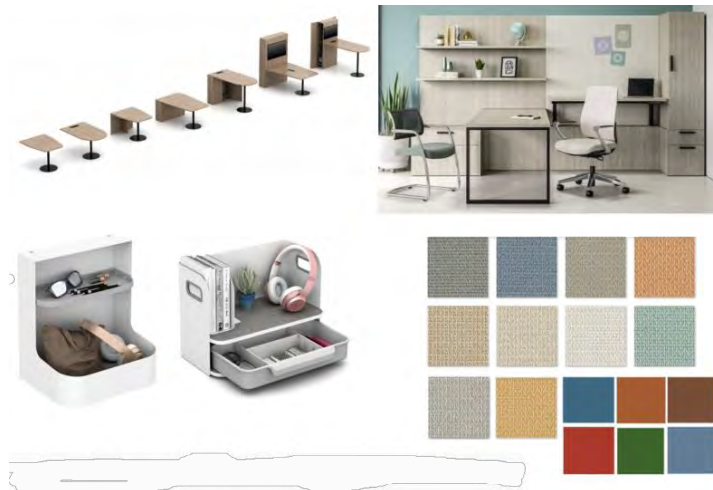
Please outline your timeline for future innovation.

- New categories
- New fabrics and finishes
- New ergonomics
- New safety features
- New performance enhancement
- Other

AIS's goal is to be able to provide furniture options for a customer's entire floorplate. We have several items that will be launching later in 2022 as well as several product concepts in development. Due to the volatile supply market, our timelines for launching may shift due to supply chain issues.

Launching in 2022

- Day-to-Day Collaborative Tables (July)
- Calibrate Cantilevered Height Adjustable Table (July)
- Desktop Organizer & Suspended Caddy (Q3)
- New Panel Fabrics (Q3)
- New Paint Finishes (Q3)
- Upholstery Alliance Program (Q4)



Concepts in Research & Development Phase

- Chatham Cove Tablet arm & Footrest Options
- PET Clouds (ceiling acoustical product) and storage elements for benching
- Floating Executive height adjustable desk
- Expanding soft seating line with fully upholstered option
- Lighting for improved environments
- More task seating that broadens the range of adjustments

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Tab 10

Contents:

- AIS Required Documents
 - Federal Funds Certifications
 - Clean Air and Water Act & Debarment Notice
 - Contractor Requirements
 - Antitrust Certification Statements
 - Required Clauses for Federal Assistance provided by FTA (AIS Acknowledges)
 - State Notice Addendum (AIS acknowledges)

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

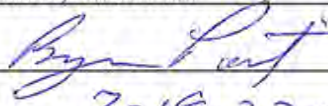
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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: Affordable Interior Systems, Inc. (AIS)

Address: 25 Tucker Drive

City, State, Zip: Leominster, MA 01453

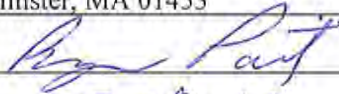
Authorized Signature: 

Date: 7-18-22

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	<u>Affordable Interior Systems, Inc. (AIS)</u>
Print Name	<u>Bryan Poist, CFO</u>
Address	<u>25 Tucker Drive</u>
City, State, Zip	<u>Leominster, MA 01453</u>
Authorized signature	<u></u>
Date	<u>7-18-22</u>

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 statues of the states it is will operate this contract in.

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

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

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

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

Fingerprint & Background Checks

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

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

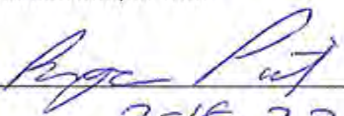
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

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

Authorized signature


Date


7-18-22

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	<u>Affordable Interior Systems, Inc. (AIS)</u>
Address	<u>25 Tucker Drive</u>
City/State/Zip	<u>Leominster, MA 01453</u>
Telephone No.	<u>978.562.7500</u>
Fax No.	<u>978.562.0811</u>
Email address	<u>bpoist@ais-inc.com</u>
Printed name	<u>Bryan Poist</u>
Position with company	<u>CFO</u>
Authorized signature	<u></u>

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_and_Territories.shtml)

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