



INNOVATIVE DESIGNS
FOR CREATIVE SPACES

RFP Response

National Cooperative Purchasing Alliance

RFP # 24-22



National Cooperative Purchasing Alliance

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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

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

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

Process

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

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

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
 - ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
 - ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
 - ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
 - ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
 - ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
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- ◆ 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
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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	Allied Plastics Co., Inc.
Address	2001 Walnut Street
City/State/Zip	Jacksonville Fla, 32206
Telephone No.	814-324-7000
Fax No.	855-422-9197
Email address	info@myalliedfurn.com
Printed name	Tina M. Rader
Position with company	Contracts Manager
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Allied Plastics Co., Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-75, 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
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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.

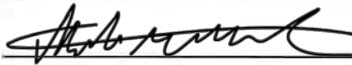
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- 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.

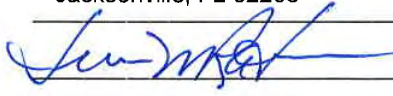
◆ General Provisions

- 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:

Allied Plastics Co. , Inc.
 Name: Tina M. Rader
 Title: Contracts Manager
 Address: 2001 Walnut Street
Jacksonville, FL 32206
 Signature: 
 Date: 7.11.2022

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

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

◆ **Residency**

- Responding Company's principal place of business is in the city of Jacksonville, State of FL

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

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

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

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Accounts Payable, Steve Pryor, Sales Report, Tina M.Rader
Title: Vice President / Contracts Manager
Company: Allied Plastics Co., Inc.
Address: 2001 Walnut Street
City: Jacksonville State: FL Zip: 32206
Phone: 904-359-0386 Email: tina.r@myalliedfurn.com
Steve Pryor, steve@alliedusa.com

- Purchase Orders

Contact Person: Steve Pryor
Title: Vice President
Company: Allied Plastics Co., Inc.
Address: 2001 Walnut Street
City: Jacksonville State: FL Zip: 32206
Phone: 904-359-0386 Email: sales@alliedplasticsco.com

- Sales and Marketing

Contact Person: Steve Pryor
Title: Vice President
Company: Allied Plastics Co., Inc.
Address: 2001 Walnut Street
City: Jacksonville State: FL Zip: 32206
Phone: 904-359-0386 Email: sales@alliedplasticsco.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



INNOVATIVE DESIGNS
FOR CREATIVE SPACES

Jay L. Krause, National Contracts Manager

2001 Walnut Street
Jacksonville, FL 32206
800-999-0386

Vendor Profile

Company Name: Allied Plastics Co., Inc

Dunn Number: #07-542-9308

Years Of Establishment: Since 1945

Cooperate Address: 2001 Walnut Street, Jacksonville, FL 32206

Phone Number: 904-359-0386

Other Offices: N/A

Key Contacts: Steve Pryor (Vice President), Corporate Office, Steve@alliedusa.com, Tina Proesch (Account Manager), Corporate Office, tproesch@alliedplasticsco.com, Greg Berger (Owner/President), Corporate Office, gberger@alliedplastics.com

Standard Payments Terms: NET 30 Days

Key Competition: Local educational furniture manufactures

Marketing Strategy: Allied is committed to the end-user experience through our qualified dealer network. Our upgraded website will make it easier for customers to understand what products will best suit their needs with simplified and downloadable product information. We will be able to geofence the key customer base of the contract with directed marketing that ties

Allied to the (NCPA) offering. Our in-house marketing expertise will also allow for our dealers to have customized promotional materials that reinforce the availability of Allied product through (NCPA). When our dealer network and their trained outside sales staff are meeting with customers, we want them to explain how the ease of purchasing our product will be through use of the (NCPA) contract.



INNOVATIVE DESIGNS
FOR CREATIVE SPACES

Jay L. Krause, National Contracts Manager

2001 Walnut Street
Jacksonville, FL 32206
800-999-0386

Introduction of NCPA: Allied will work directly to promote the contract through the website, which is currently being updated to be more end-user friendly. Catalogs, Shape Selection Guides and price Lists can be customized to show the contract logo for all participating members. As a rule of thumb, we tend to put 3-5% into marketing for each region that provides a return on investment.

On-line Ordering: All Allied Company ordering takes place through individual quoting based on current list pricing and direct communication with the sales team at our Corporate Office.

Customer Service Department: All Customer service goes through our Corporate Office, open Monday through Friday 8 am – 4:30pm est.



INNOVATIVE DESIGNS
FOR CREATIVE SPACES

Jay L. Krause, National Contracts Manager

2001 Walnut Street
Jacksonville, FL 32206
(904) 359-0386

Products and Services

Category Offerings: Activity Tables
Desk /Seating
Dry Erase
Stem /Science Tables
Storage/ Cabinets
Utility Tables

Local Representation: We Provide customer service through our corporate office and local sales team. We also work through a dealer network.

Product Support: All product support goes through our support Staff at our corporate office.

Delivery and Installation: All merchandise is carefully inspected and cartoned before shipment. Title for goods immediately passes to purchaser, and Allied's responsibility ceases once shipment is accepted or transported by any carrier from our factory. Carrier routing will be established by our Traffic Department if not indicated on purchaser's order.

Warehousing: If delivery cannot be accepted on the acknowledgment date, Allied has the right to store the merchandise at the expense and risk of the customer. An additional storage charge of 1% per week will be added to the invoice total starting one week after the acknowledgment date.



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Warranty & Claims: Please see our warranty statement for details.

CLAIMS All tops are made to order and not returnable. No product/ merchandise will be accepted for return without a RAN (Return Authorization Number) issued by Allied. After receipt of the RAN, returned merchandise must be shipped freight prepaid and is subject to a 30% restocking/handling charge, unless the return is deemed by Allied to be the factory's responsibility following an internal evaluation. Merchandise approved for return must arrive at the Allied's warehouse in resalable condition.

Resellers: Terrell Enterprises, INC., Robert H. Lord Company, Meteor Education, Signature Products, INC., Schoolhouse Products, INC., Russell Ventures, INC., Georgia Specialty Equipment, L, Midwest Educational Furnishing, Lee Company, INC., Sharp School Services, INC, Kansas Contract Design, Tom Sexton & Associates, Nu-Idea, Louisiana School Equipment CO., American Design Associates, IN., Innovative Office Solutions, Perfection Equipment CO, Carolina Furnishings and Design, Academy Furniture & Supplies, Nickerson New Jersey, Nickerson New York, SchoolsIN, Today's Classroom, Continental Office, PEMCO, Nu-Idea School Supply CO., Lone Star Furnishings, LLC., Edutek Corp., Commonwealth School Equipment, Workpointe, Demco, INC.



Value Added Services

Built to Suit

Allied Manufacturing Inc. headquartered in Jacksonville, FL, manufactures tables for schools, offices, and food service. Allied has served customers across America by providing a wide range of top-line, custom-crafted tables backed by superior customer service. Today, we sell our products through a diverse, non-exclusive network of distributors throughout the United States and internationally.

Design Support

Allied strives to create the desired level of comfort for our customers. We offer various grades of fabric, designs, and accessories to achieve this and use high quality parts to create durable products that meet our standards and last our warranty period. Allied is constantly monitoring the evolving need of our customers to provide innovative designs and features to meet their satisfaction.

Customer Service

Our customer service provides assistance in various ways such as customer pick-up that can be held for free for 2 days, assistance with warranty concerns for returns, and help assistances with interested dealers that would like to do business with us.

Our Products

Allied's products provide maximum comfort and ease of use. We strive to meet the individual needs of our customers and help them pick out products that suit them best. With our various selection of fabrics and products, we are confident that our customer will find what they are looking for and be satisfied with their purchases.

Find Inspiration

When looking for inspiration, you can look through our extensive catalog for other products you may need. We provide pictures and color selections that will help you envision what it will look like in your space, whether it be student desks or soft seating. We are confident that you will find a product that suits you needs.

We're Here to Help!

If at any time you may need help or have questions, we are here to help you every step of the way. Our customer service provide help with order and delivery questions, installation help, and post purchase needs. Don't hesitate to contact us!



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Allied has made innovations across both manufacturing and design. Our investment in new edge banding equipment has created our most dramatic improvement in table edge finish in our company's history. We are moving this to be our standard edge across our line in 2023. It provides a greater seal to our edges, better protection to the substrate and increases our overall quality.

Working with our key laminate suppliers, we have also improved the backing to our tables with a UV protective coating that will provide better protection to our table top structure. We worked closely with one national laminate supplier to change their cure time on their laminates to create a more durable surface.

Using load testing and simulated testing, we are in an ongoing improvement across our line to ensure we meet rigid testing standards.

As mentioned above, we are making top finish improvements that will impact the whole line by 2023. With even more equipment on order for manufacturing upgrades, we will be able to increase go-to market lead times, which we believe will be critical to end-user satisfaction, after going through multiple seasons of supply chain delays.

With the addition of the new Rubattal chair line, along with revisions to our Boody soft seating line, we are focusing on ergonomic seating solutions for learning environments.

In 2023 the elevation sit-stand line of tables will create even more options for adjustable furniture.

Our pipeline of designs has over 30 products in development.

Tab 10 – Required Documents

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

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

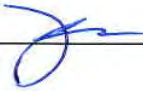
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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

Offeror: Allied Plastics Co., Inc.

Address: 2001 Walnut Street

City, State, Zip: Jacksonville, FL 32206


Authorized Signature: 

Date: 7.14.2022

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	_____ Allied Plastics Co., Inc. _____
Print Name	_____ Jay L. Krause _____
Address	_____ 2001 Walnut Street _____
City, State, Zip	_____ Jacksonville, FL 32206 _____
Authorized signature	_____  _____
Date	_____ 7.14.2022 _____

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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




7.14.2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	Allied Plastics Co., Inc.
Address	2001 Walnut Street
City/State/Zip	Jacksonville, FL 32206
Telephone No.	904-359-0386
Fax No.	800-999-0386
Email address	allied@ironfurnace.com
Printed name	Jay L. Krause
Position with company	National Contracts Manager
Authorized signature	



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Required Clauses for Federal Assistance provided by FTA

ACCES TO RECORDS AND REPORTS

- A. Allied Plastics Co., Inc. agrees to keep and maintain all non-financial books, records, accounts and reports required under this contract for a period of not less than (2) years after the date of termination or expiration of this Contract or any extension.
- B. Contractor Allied Plastics Co., Inc. hereby attests to permit inspection of all non-financial books, records, accounts and reports required under this contract.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

Allied Plastics Co., Inc. does not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability.

Also, Allied Plastics Co., Inc. 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 Allied Plastics Co., Inc. control where segregated facilities are maintained.

DISADVANTAGED BUSINESS PARTICIPATION

Allied Plastics Co., Inc. agrees when possible 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.

They also agree to provide prompt payments to each of their subcontractors performing work under Allied Plastics Co., Inc. no later than 30 days.

ENERGY CONSERVATION REQUIREMENTS

Contractor Allied Plastics Co., Inc. also 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.



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FEDERAL CHANGES

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Contractor Allied Plastics Co., Inc. 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

Furthermore, Allied Plastics Co., Inc. agrees the federal government does not subject to obligations or liabilities to this contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Allied Plastics Co., Inc. certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement its 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.

Allied Plastics Co., Inc. 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.

Jay L. Krause

Printed Names

Contacts Manager

Position With Company

Authorized Signature

A handwritten signature in blue ink, appearing to be "Jay L. Krause", written over a horizontal line.



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State Notice Addendum

Allied Plastics Co., Inc. will include all country, 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.

Jay L. Krause

Printed Name

National Contracts Manager

Position With Company


Authorized Signature

MAS Certified Green® Certificate of Compliance Low-Emitting Materials



Awarded to: **ALLIED PLASTICS CO. INC., OF JACKSONVILLE, FL**

2001 WALNUT STREET; ZIP CODE: 32206

Category: Contract Furniture - Individual Furniture Components
Cert. Scheme: VOC Emissions

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

classroom tables
classroom tables

*Conforms With: Criteria of MAS Certified Green® Program
LEED v4.1 ID+C, BD+C
CHPS 2019 Core Criteria 3.0 EQ 6.1.4

low-emitting materials
low-emitting materials
furniture & furnishings (classroom tables)

Certified Products: 8000 Series Science & Utility Tables, Aero Series Tables, Artisan Wood Science Collection, Café Tables, Classic Series, Dry Erase Work Surfaces, Innovation Maker Series, Mobile Dry Erase & Multimedia Easels, Muse Art Tables, Nest & Fold Café Tables, T Series Tables, Velocity Activity Tables, W Series Computer Tables, Wood Library Tables**, Workspace Admin.

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

Test Date: August 12, 2021 Report No.: 2100548R1 Certificate No.: MAS2100548R1-R2

Kevin Simpson
2021.08.17
13:28:51 -04:00'

Product Certifier, MAS Certified Green CT



Testing Cert. # 2925.01
Product Cert. # 2925.02

Laboratory Testing by **Materials Analytical Services, LLC** - ISO/IEC 17025:2017 Page 1 of 1
3rd Party Product Certification by **MAS Certified Green®** - ISO/IEC 17065:2012
*outside of AZLA accreditation scope
3945 Lakefield Ct. · Suwanee, Ga. · 770-866-3206 · <http://www.mascertifiedgreen.com/>

EMPLOYEE ACKNOWLEDGMENT OF POLICY AGAINST HARASSMENT AND DISCRIMINATION

The Company is committing to providing a work environment that is free of intentional and unintentional discrimination and harassment including sexual harassment. In keeping with this commitment, the Company maintains a strict policy prohibiting discriminatory/harassing conduct based on any protected characteristic in any form. This policy applies to all Company employees, agents, vendors and non-employees, including Management and non-managerial employees.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as business trips, business meetings and business-related social events.

Sexual Harassment Is Prohibited

All employees have the right to work in an environment free from unsolicited and unwelcome sexual overtures. The Company will not tolerate any form of gender-based or sex-based discrimination (including discrimination on the basis of gender identity, gender expression or transgender status) against any employee or applicant for employment.

For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature involving individuals of the same or different gender when, for example: (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that may constitute sexual harassment include, but are not limited to:

- Unwelcome physical contact with sexual overtones, such as touching, patting, pinching, hugging, shoulder rubbing, repeatedly "brushing" against someone, or impeding the movement of another person
- Sexually-offensive comments such as slurs, jokes, epithets and innuendo
- Sexually-oriented "kidding" or "teasing" or sexually-oriented "practical jokes"
- Suggestive or obscene written comments in notes, letters, invitations, e-mail or text messages
- Inappropriate, repeated or unwelcome sexual flirtations, advances or propositions
- Offensive visual contact such as staring, leering, gestures or displaying obscene objects, pictures or cartoons
- Inappropriate or suggestive comments about another person's physical appearance, body or dress
- Exchanging or offering exchange of employment benefit for sexual concession. For example, promising a promotion or raise in exchange for sexual favors

- Withdrawing or threatening the withdrawal of any kind of employment benefit for refusing to grant a sexual favor. For example, suggesting that an individual will receive a poor performance review, be denied a raise or denied a promotional opportunity unless he/she goes out on a date with a person of authority within the Company (Management, Department Lead, etc.)

Harassment on the basis of any other protected characteristic

This type of harassment is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that is based on hostility or aversion toward an individual because of his/her race, color, creed, religion, age, sex/gender, national origin or ancestry, citizenship status, veteran status, marital status, physical or mental disability, sexual orientation, gender identity or expression (including transgender status), genetic information or any other characteristic protected by applicable federal, state or local law, or that of his/her relatives, friends or associates, and that: (a) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; (b) has the purpose or effect of unreasonably interfering with an individual's work performance; or (c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct may include, but is not limited to, the following when based on a protected characteristic:

- Epithets
- Slurs or negative stereotyping
- Threatening, intimidating or hostile acts
- Belittling jokes
- Display or circulation of written or graphic material that demeans or shows hostility or aversion toward an individual or group (including through email, text or social media)

Reporting Procedure

All employees should help to avoid any form of conduct prohibited by this policy. Your notification of the problem is essential.

If an employee has experienced or witnessed conduct that violates this policy, the Company strongly encourages the employee to promptly address the offender and inform him/her that his/her behavior is unwelcome. **Notifying the offender, however, is not a required first step.**

If, for any reason, an employee does not wish to confront the offender directly, such a confrontation does not successfully end the harassment, or if the offender retaliates against the employee, the employee is to immediately notify (preferably in writing and within 24 hours) his/her Department Manager. If he/she is not contacted promptly about the filed complaint or if he/she feels uncomfortable speaking with his/her Department Manager, he/she is to submit the complaint to Human Resources.

To the extent practicable and appropriate, the Company will keep the terms of its resolution confidential, however confidentiality cannot be guaranteed.

All complaints are investigated immediately and corrective action up to and including termination of employment will be taken where warranted. All employees are required to cooperate in the investigations. The Company prohibits employees from hindering internal complaints and investigations; any employees who are involved in the complaint or witnessed the incident and fail to provide information that would assist in the resolution of the incident may be subject to disciplinary action up to, and including termination of employment.

Retaliation is Prohibited

The Company prohibits retaliation against any individual who reports discrimination or harassment in good faith, or participates in an investigation of such matters in good faith. Retaliation against an individual for reporting harassment or discrimination in good faith, or for participating in an investigation of a claim of harassment or discrimination in good faith, is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination of employment.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE COMPANY'S POLICY AGAINST HARASSMENT AND DISCRIMINATION

Employee Signature _____ Date _____

Printed Name _____



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Jay L. Krause, National Contracts Manager

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800-999-0386

What it **means to be GreenSafeCertified™**

Focusing on being green is a way of life. As individuals, we can all strive to use fewer and more sustainable resources, to use those resources efficiently, and to have as minimal a negative impact as we possibly can in our everyday lives. As companies, we can support the planet by concentrating on the same goals.

Being a responsible manufacturer starts with the materials employed. Every product displaying the GreenSafeCertified™ emblem has been manufactured in an environmentally responsible manner, of materials that have been certified as safe and healthy.

Materials:

GreenSafeCertified™ construction materials and components are selected by qualified and conscientious manufacturing design teams for their quality, integrity and environmental friendliness. Whenever possible, even if a bit more costly, the safest and most sustainable alternative is selected for use.

Resources:

GreenSafeCertified™ products are manufactured using resources that are known to be less damaging to the environment, both in their initial procurement, as well as their eventual after-use disposal.

Recycling and recycled content:

For environmentally conscious individuals and businesses, using recycled materials, and participating in post-consumer recycling programs for everything from paper to plastic and glass, eco-friendly activities have become second nature. Particleboard wood products used in the manufacture of products are made entirely of CARB compliant recycled materials. Many other components used also contain varying and substantial levels of recycled material. In addition, every effort is being made to reduce waste, or to find ways in which we can be ever more vigilant in recycling scrap and waste to responsibly preserve the environment.